



The City of

WORCESTER

Administration & Finance – Purchasing Division
Christopher J. Gagliastro, MCPPO – Purchasing Director
455 Main Street, Room 201, Worcester, MA 01608
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purchasing@worcesterma.gov
www.worcesterma.gov

Christopher J. Gagliastro, MCPPO
Purchasing Agent

RFQ NO. 8621-W6
ISSUANCE DATE: 1/15/26

BUYER: Christopher J. Gagliastro, MCPPO

**AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
REQUEST FOR PROPOSALS
NOTICE TO PROPOSERS**

RFP TITLE: Consultant – Worcester Cultural Plan / E.D.

REFER TO PAGE 7 FOR PROPOSAL SUBMISSION INFORMATION

General Conditions:

All proposals are subject to the terms, conditions and specifications herein set forth:

1. **Scope: Provide professional consulting services for a comprehensive evaluation and refresh of the Worcester Cultural Plan as per the attached requirements and specifications of the City of Worcester Executive Office of Economic Development.**
2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the amount of N/A must accompany this proposal. This must be submitted under separate sealed cover marked "Proposal Security." In the case of default, the surety shall be forfeited to the City as liquidated damages.
3. All terms and conditions are applicable to this proposal except the following section(s) which are hereby deleted from this RFP: 4, 22, 23, 27
4. A performance bond in the amount of not applicable will be required. If this proposal is accepted by the City and the Proposer shall fail to contract as set forth in these requirements and to give a bond in the aforementioned amount, within ten (10) days, (not including Sundays, Saturdays, or a legal Holiday) from the date of the mailing of a notice from the City to the Proposer, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the proposer has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the proposal security accompanying this proposal shall become the property of the City as liquidated damages. Performance bond shall be on the City's form only.

Any prospective proposer requesting a change in or interpretation of existing specifications or terms and conditions must do so within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal opening date. All requests are to be in writing to the Purchasing Division. No changes will be considered nor will any interpretation issued unless request is in our hands within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal submission date.

Any inquiries related to technical or contractual matters must be submitted in writing to:

**Christopher J. Gagliastro, MCPPO
Purchasing Director
City of Worcester, City Hall
455 Main Street, Room 201
Worcester, MA 01608
gagliastroc@worcesterma.gov**

5. Nothing herein is intended to exclude any responsible Proposer or in any way restrain competition. All responsible Proposers are encouraged to submit proposals. The City encourages participation by Minority and Women Owned Business Enterprises (M/WBE).
6. The following meanings are attached to the defined words when used in this RFP.
 - a) The word "City" means The City of Worcester, Massachusetts.
 - b) The word "Proposer" or "Respondent" means the person, firm or corporation submitting proposal 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 increase during the life of the contract.
7. All proposals and other documents relating to this RFP are subject to the public records provisions of M.G.L. c.30B and shall remain confidential until the time specified in c.30B section 6 (d).
8. All material submitted by vendors becomes the property of the City. The City is under no obligations to return any of the material submitted by a vendor in response to this RFP.
9. Each vendor's proposal must remain in effect for at least 120 days from the deadline for its submission. The City will decide upon acceptance within 120 days of submission.
10. It is understood and agreed that it shall be a material breach of any contract resulting from this RFP 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, religious creed, national origin, sex, age or ancestry.

11. The City reserves the right to accept or reject any or all proposals submitted and waive informalities and technicalities.
12. The City will review and analyze each proposal and reserve the right to interview selected proposers. The City shall select the proposer, which in the City's opinion, has made the proposal best suited to the needs and goals of the City and its operations and deemed to be in compliance with the terms of this RFP.
13. 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 the contract derived from this RFP.
14. The Contract Agreement will be drafted by the City's Law Department in compliance with the terms of the RFP and may incorporate the terms of this RFP and of the proposal selected.
15. The Proposer 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 proposer offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of G.L.C. 43 section 27, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
16. Any proposal withdrawn after time and date specified, the proposer shall forfeit deposit on proposal as liquidated damages.
17. A vendor conference will be held as follows: n / a
18. The Contractor shall not assign, transfer, sublet, convey or otherwise dispose of any contract which results from this RFP, or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous consent in writing of the City. Should the Contractor attempt any of the above without the written consent of the City, the City reserves the right to declare the Contractor in default and terminate the contract for cause.
19. The Contractor shall obtain and maintain in force at all times during the term of the contract derived from this RFP, insurance coverage pertaining to Public Liability, Property Damage and Worker's Compensation in the following types and amounts:
 - A) **PUBLIC LIABILITY INSURANCE** - Contractor to supply the City of Worcester with certificates of insurance covering public liability in an amount not less than \$1,000,000.00 to any one person, and not less than \$ 1,000,000.00 on account of one accident.
 - B) **PROPERTY DAMAGE INSURANCE** - Contractor to supply the City with certificates of insurance covering property damage in an amount not less than \$1,000,000.00 for damages on account of any one accident, and not less than \$ 2,000,000.00 on account of all accidents.

C) COMPENSATION INSURANCE - The Contractor shall furnish the City with certificates showing that all its employees shall be connected with the management operations are protected under worker's compensation insurance policies.

20. 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 contract or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone in his or her employ during the execution of the contract derived from this RFP.
21. Prior to starting on the contract derived from this RFP, the Contractor shall deposit with the Purchasing Division, certificate 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 City.
22. All prices quoted must include inside delivery, and set-up in place F.O.B. destination to pre-designated City of Worcester departments.
23. No special charges will be allowed for rigging, packing, crating, freight, express, or carriage unless specifically stated and included in the vendor's proposal.
24. The award to the successful proposer may be cancelled in the event of vendor nonperformance as may be determined by the City.
25. The successful proposer shall comply with all applicable federal, state and local laws, ordinances, and regulations. The awarded contract shall be governed under the laws of the Commonwealth of Massachusetts.
26. Purchases made by the City are exempt from Federal and Massachusetts state taxes and proposal prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
27. When the contract is executed, a performance bond, in the full amount of the contract, is required. See paragraph 4. The bond will be of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts. The cost of this bond is the vendor's responsibility. Bonds shall remain in force and effect thru the performance of the contract.
28. Expenditures by the City and authorization to spend for particular purposes are made on fiscal year basis. The City's fiscal year is the twelve-month period ending June 30 of each year. The obligations of the City under any agreement to be reached are subject to the appropriation or authorization of the necessary funds. The City agrees to make reasonable efforts to obtain funding and all necessary authorization.
29. No amendment to the contract shall be effective unless it is in writing and signed by authorized representatives of both parties and is accepted by the City of Worcester.
30. The vendor (and its insurers, if any) shall bear all risk of loss or damage to the equipment

which occurs in transit to the user site. The risk of loss or damage to purchased equipment shall remain with the vendor until the purchase price has been paid and title has passed. The vendor shall also bear the risk of loss or damage to leased or rented equipment during the City of Worcester's possession and use thereof subject, however to such conditions and limitations as may be stated elsewhere in the contract.

31. The vendor shall not assign or in any way transfer any interest in the contract without the prior written consent of the City provided, however, that claims for money due or to become due to vendor from the City may be assigned to a bank, trust company, or other financial institution without such consent so long as notice of such assignment is furnished promptly to the City. Any such assignment shall be expressly made subject to all defenses, setoffs, or counterclaims which would have been available to the City against the vendor in the absence of such assignment.
32. None of the services to be provided by the vendor pursuant to the contract shall be subcontracted or delegated to any other organization, association, individual, corporation, partnership or other such entity without the prior written consent of the City. No subcontract or delegation shall relieve or discharge the vendor from any obligation or liability under the contract except as specifically set forth in the instrument of consent. Any subcontract to which the City has consented shall be attached to the original of the contract on file in the City of Worcester.
33. Neither party will be liable to the other or be deemed to be in breach of the contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather. If the vendor's failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the reasonable control of both the vendor and the subcontractor, and without the fault or negligence of either of them, the vendor shall not be liable for any excess costs for failure to perform, unless the equipment or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. Dates or times of performance will be extended to the extent of delays excused in this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
34. The vendor shall provide to the City of Worcester a warranty and a commitment which clearly states that all equipment and services proposed and supplied by the Vendor, and/or its subcontractors, performs as expected and promised by the Vendor.
35. The vendor represents that no person other than bona fide employees working solely for the vendor, have been employed or retained to solicit or secure this agreement upon an arrangement or understanding for a commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this contract. For breach or violation of the representation, the City shall have the right to annul the contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage fee or other consideration.

36. Any contract made by the City in which the Purchasing Agent or any employee of his/her department, the heads of using agencies or any other officer or employee of the City having a part in the placing of such contract is financially interested, directly or indirectly, shall be void.
37. The vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or medical handicap. The vendor agrees to comply with all applicable Federal and State Statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; The Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4 (1) and all relevant administrative orders and executive orders.

If a complaint or claim alleging violation by the vendor of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the vendor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim.

In the event of vendor noncompliance with the provisions of this section, the City shall impose such sanctions as it deems appropriate, including but limited to:

- 1) Withholding of payments due vendor under the contract until vendor complies.
- 2) Termination or suspension of the contract.

SUBMISSION OF PROPOSALS

38. Proposals must be submitted in two (2) packages according to the instructions below. The City intends to consider responses in the Technical Proposal evaluation requirements before considering costs. ***Therefore, no reference to pricing may be made in the Technical Proposal.***

A sealed package containing **the original, 5 copies, plus 1 PDF copy on USB drive** of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester

Consultant – Worcester Cultural Plan / E.D. – Technical Proposal

**455 Main Street, Room 201
Worcester, MA 01608**

Re: RFP No. 8621-W6

A sealed package containing **the original copy** of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester

Consultant – Worcester Cultural Plan / E.D. – Price Proposal

**455 Main Street, Room 201
Worcester, MA 01608**

Re: RFP No. 8621-W6

PRICE PROPOSAL PAGE IS LOCATED AT END OF SPECIFICATIONS

Proposals must be delivered no later than Wednesday, March 4, 2026 at 10:00 AM LOCAL TIME. *Late submissions will be rejected, regardless of circumstances.* The City is not responsible for submittals not properly marked.

The evaluation and cost proposals will remain confidential until a formal and finalized contract has been executed.

RFP EVALUATION

39. The City of Worcester Purchasing Agent will assign an evaluation team, hereafter referred to as the Selection Committee, to perform a full and complete evaluation of RFP submittals. The Purchasing Agent will ultimately forward a formal recommendation of award to the City Manager who has final award authority.
40. RFP evaluation responses will be evaluated by the Selection Committee based directly upon vendor's response to mandatory and comparative evaluation criteria. Vendors must meet or exceed the mandatory criteria requirements or be rejected as non-responsive.

Comparative criteria will be evaluated by use of four (4) rating categories as set forth by M.G.L. Chapter 30B:

- 1) HIGHLY ADVANTAGEOUS - Vendor's submittal meets all the stated requirements and offers significant performance above the stated requirements.
- 2) ADVANTAGEOUS - Vendor's submittal meets the stated requirements without risk or disadvantage.
- 3) NOT ADVANTAGEOUS - Vendor's submittal contains some risk or disadvantage but is not unacceptable.
- 4) UNACCEPTABLE - Vendor's submittal fails to meet the standards of the stated requirements.

After proposals have been assigned ratings on the basis of each evaluation criterion, a composite rating will be established by the Selection Committee. Submittals will then be ranked based upon finalized composite rating.

41. The Purchasing Agent will identify the most advantageous proposal based upon the rankings of the Selection Committee and an evaluation of the price proposals received. The Purchasing Agent will forward a recommendation for award to the City Manager based upon the most advantageous proposal received considering evaluation rankings and price proposals received.

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 _____

Address

Zip Code

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If an Individual or Proprietorship

Name of Owner: _____

Business Address: _____

Zip Code _____ Telephone No. _____

Email _____

Home Address _____

Zip Code _____ Telephone No. _____

(2) If a Partnership, Full names and addresses of all partners

Name Address Zip Code

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 _____

Email: _____

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.

E.I. 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 _____

DATE _____

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.

- Proposers must sign and submit the above form with their proposal submission.**

CERTIFICATE OF AUTHORITY

A TRUE COPY, ATTEST:

[Signed]

[Company Name and Address]

I hereby certify that I am the _____ of the _____
(Title) (Name of Corporation)
that _____ is the duly elected _____
(Name of Officer) (Title)
of said company, and the above vote has not been amended or rescinded and remains in full force
as of the date of this contract.

Signature: _____

Name/Title:

COMMONWEALTH OF MASSACHUSETTS
WORCESTER, SS.

On this _____ day of _____, 2026, before me the undersigned notary public, personally appeared _____, who proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:



The City of Worcester

Executive Office of Economic Development

Cultural Development

WORCESTER CULTURAL PLAN | 2026-2031

REQUEST FOR PROPOSALS

January 2026

RFP #: 8621-W6



The City of Worcester

Executive Office of Economic Development

Cultural Development

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I. PROJECT OVERVIEW

A. INTRODUCTION AND OVERVIEW

The City of Worcester (City) seeks a qualified consultant or consulting team (Consultant) to provide professional services in support of a comprehensive evaluation and refresh of the [**Worcester Cultural Plan \(2019-2025\)**](#), with a focus on developing the next iteration of the plan to cover the period **2026-2031**.

The Worcester Cultural Plan is a cornerstone of the City's vision for a sustainable, inclusive, and vibrant future. It recognizes the arts and culture sector as central to community identity, civic engagement, economic development, and social well-being. Building on the foundation of the inaugural 2019 plan, this refresh will provide an opportunity to assess progress to date, highlight successes and challenges, and articulate a bold, inclusive vision for the next five years.

This effort is designed to bring together the many diverse voices that make Worcester unique, including cultural organizations, artists, municipal departments, nonprofit partners, community groups, businesses, and residents. The consultant will help guide this process by bringing outside expertise and creative approaches to evaluation, planning, and engagement. A central outcome will be a shared roadmap that celebrates cultural achievements while also addressing barriers and creating pathways to greater equity, sustainability, and cultural vibrancy.

B. CURRENT CONTEXT FOR THE WORCESTER CULTURAL PLAN

Since its adoption in 2019, the Worcester Cultural Plan has guided the City and its partners in strengthening the creative economy, supporting cultural organizations, and advancing equity in access to the arts. The period has been shaped by both progress and challenges, including the profound impact of the COVID-19 pandemic, shifts in economic conditions, and increased calls for equity and justice locally and nationally.

Worcester has also experienced growth in cultural programming, downtown development, and community-based arts initiatives. These trends underscore the importance of aligning resources, priorities, and partnerships in a strategic way. The refreshed Cultural Plan will help the City evaluate progress, identify gaps, and set forward-looking priorities that ensure cultural vitality contributes to Worcester's long-term sustainability and inclusiveness.

The updated plan should:

- Recognize existing inequities and propose actions to eliminate systemic barriers in the cultural sector.



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- Provide context and tools to align cultural programming, investment, and partnerships across municipal departments, nonprofit organizations, and private partners.
- Capture lessons from recent challenges and highlight new opportunities for cultural growth, resilience, and innovation.

C. COMMUNITY ENGAGEMENT

A refreshed Cultural Plan must be rooted in meaningful, inclusive community engagement. This effort will create opportunities for residents, artists, organizations, and stakeholders to share experiences, shape priorities, and contribute to the design of Worcester's cultural future. Engagement will be designed to break down barriers to participation, ensure accessibility, and reflect the diversity of Worcester's communities.

Consultants are expected to employ a variety of methods — from in-person and neighborhood-based outreach to online engagement tools — to ensure broad participation. The process must be transparent, collaborative, and intentional in centering underrepresented voices. Sustained community involvement will be essential for the creation of the plan and its long-term implementation and evaluation.

D. PREVIOUS PLANS AND CURRENT INITIATIVES

The [2019 Worcester Cultural Plan](#) will serve as the primary foundation for the 2026-2031 refreshed plan. In addition, the City and its partners have developed a range of complementary plans and initiatives including the [Worcester Now-Next Plan](#), [Worcester Municipal Strategic Plan](#), [Green Worcester Plan](#), and various community development and arts initiatives, which must be reviewed and aligned with this effort (See ATTACHMENT B: PLANS, STUDIES, REPORTS AND INITIATIVES).

The consultant is expected to build upon these existing resources, integrate insights from ongoing initiatives, and provide recommendations that bridge cultural planning with broader municipal and regional priorities. The resulting 2026–2031 Cultural Plan should be a **framework for coordination, accountability, and inspiration** across Worcester's creative economy. A list of current initiatives and plans is included in Attachment B.



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II. SCOPE OF SERVICES AND APPROACH

A. PLAN OBJECTIVES

More than just an update to a document, the **Worcester Cultural Plan (2026-2031)** will serve as a guiding framework for strengthening the City's cultural ecosystem over the next five years. This plan will provide an actionable roadmap for advancing cultural vibrancy, supporting the creative economy, and promoting diversity, equity, and inclusion across Worcester's arts and cultural sector.

The plan will not stand alone — it will build on the 2019 Cultural Plan and connect with broader municipal and regional goals. It will be a living document, informed by robust community engagement, evaluation of existing conditions, and the identification of strategies that align cultural growth with Worcester's long-term development.

Key to its design is accessibility: the refreshed plan will be crafted as a user-friendly tool for City officials, cultural organizations, community partners, and residents. It will be supported by a practical, replicable evaluation system to ensure accountability and progress tracking year over year.

B. SCOPE OF SERVICES

The scope of services for this project incorporates four major components:

1. Evaluation of Worcester's Cultural Vibrancy and Creative Economy

- Assess progress toward goals outlined in the Worcester Cultural Plan (2019-2025).
- Measure current cultural vibrancy and health of the creative economy using established sector metrics and evaluation frameworks.
- Deliver a comprehensive evaluation report with key findings, successes, challenges, and recommendations for the next plan cycle.

2. Stakeholder Engagement

- Design and implement inclusive engagement strategies to gather both qualitative and quantitative input from diverse cultural and community stakeholders.
- Ensure representation of historically underrepresented voices and reduce barriers to participation.
- Use community insights to inform both the evaluation and development of the refreshed plan.



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3. Development and Design of the Refreshed Cultural Plan (2026-2031)

- Draft a revised Worcester Cultural Plan that builds on prior achievements and provides bold, innovative strategies for the next five years.
- Collaborate with the Cultural Development Office on content, language, and narrative framing.
- Provide design recommendations for presenting the plan in an engaging, accessible, and visually compelling manner. (Plan design and communications will be managed and implemented by the City of Worcester)

4. Creation of an Annual Evaluation & Impact Tracking Template

- Develop a practical, replicable template that annually tracks progress toward cultural goals, blending qualitative and quantitative indicators.
- Provide training and/or a user guide for City staff to manage the evaluation process independently in future years.

C. Project Team

The consultant team should demonstrate:

- **Community Engagement Expertise** – the ability to engage diverse constituencies meaningfully, facilitate dialogue, and build consensus while ensuring inclusive participation.
- **Data Analysis & Communication Skills** – capacity to synthesize complex information, visualize findings creatively, and communicate clearly with stakeholders.
- **Experience & Expertise** – proven track record in cultural planning, evaluation, public engagement, and familiarity with municipal/regional planning processes.
- **Project Management** – ability to coordinate effectively with municipal staff, community partners, and stakeholders while managing deliverables and milestones on time.

D. Project Oversight

The project will be managed by the **City of Worcester's Cultural Development Office**. The Consultant will meet regularly with staff and provide progress updates. Key milestones may also involve presentations at public forums and meetings with stakeholders. A steering group, convened by the Cultural Development Office, will provide ongoing guidance and feedback.



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E. Requirements

1. Eligibility

Consultants must demonstrate prior experience in cultural planning, evaluation, and facilitation of inclusive engagement processes. Proposals may be submitted by individuals, firms, or consultant teams with interdisciplinary expertise.

2. Document Preparation

- Deliverables should employ user-friendly text, graphics, visuals, and design elements to ensure accessibility.
- All documents must be ADA-compliant, provided in formats easily translatable into other languages, and optimized for both desktop and mobile viewing.
- Final products must be submitted in editable Microsoft Office formats (Word, Excel, PowerPoint) and PDF. Additional file formats (e.g., Adobe Illustrator, ArcGIS) may be used with City pre-approval.

F. Anticipated Project Timeline

The City anticipates a six-month timeframe for completion of the project, beginning upon notification and execution of the contract. Please note that the City may take up to six weeks to review applications and conduct follow-up interviews prior to awarding the contract.

- **RFP Launch Date:** January 2026
- **Proposal Submission Deadline:** March 4, 2026 by 10:00AM EST

G. Project Budget / Price Proposal

Proposers shall submit a comprehensive price proposal that includes all services & deliverables required per the scope of work included herein. No additional charges or fees are allowed. Proposers shall provide a price per task and timeline to complete each task. (see price proposal page)



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III. PROPOSAL REQUIREMENTS

A. Part 1: Technical Proposal

The Technical Proposal must include the following elements:

1. Cover Letter

- Not to exceed two (2) pages.
- Introduce the proposal and summarize interest in the project.
- Must be signed by a representative authorized to enter into contractual agreements on behalf of the Consultant.

2. Project Approach

a) Statement of Project Understanding

- Not to exceed two (2) pages.
- Provide a summary of the Consultant's understanding of the project purpose, goals, and scope, including key considerations essential to project success.

b) Methodology and Scope

- Not to exceed eight (8) pages.
- Detail the Consultant's methodology to implement the Scope of Services outlined in this RFP.
- Address the four required areas: (1) Evaluation, (2) Stakeholder Engagement, (3) Plan Development & Design, (4) Evaluation Tool Creation.
- Identify deliverables and specify the proposed public engagement strategy, including approaches to accessibility, equity, and inclusion.

c) Proposed Schedule

- Provide a proposed schedule with milestones and deliverable dates spanning a 6-month engagement.

d) Team Availability

- Describe the availability of team members to meet the schedule.
- Identify team leaders, roles, anticipated level of participation, and allocation of hours.



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3. Qualifications

a) Project Team

- Not to exceed five (5) pages.
- Provide an overview of the project team's structure, including the project manager, task leaders, and key staff.
- Identify any sub-consultants, their roles, and responsibilities. Highlight any Massachusetts-registered Disadvantaged Business Enterprise (DBE) firms, if applicable.

b) Team Resumes

- Not to exceed two (2) pages per resume, with a maximum of five (5) resumes.
- Include only resumes of individuals assigned to this project.

c) Project Experience

- Up to ten (10) project examples, not to exceed two (2) pages each.
- At least three (3) examples should demonstrate experience with cultural planning, evaluation, or stakeholder engagement. Additional examples may include relevant sub-consultant work.

d) References

- Provide minimum of three (3) professional references, with contact information, organizational affiliation, and their relationship to the Consultant.

B. Part 2: Price Proposal

Respondents must submit the Price Proposal in a separate, clearly marked envelope . The Price Proposal shall include a cost per task as noted herein.



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IV. SELECTION PROCESS

A review committee composed of City of Worcester staff will be responsible for evaluating proposals. Proposals meeting the minimum requirements outlined in Section (A) below will be evaluated on the basis of the comparative evaluation criteria listed in Section (B) and assigned a final proposal rating of **“highly advantageous,” “advantageous,” or “not advantageous.”**

If deemed necessary by the review committee, the City may schedule interviews with the consultants who submitted the most advantageous proposals. If conducted, interviews will consist of a presentation of the proposal by the consultant followed by questions posed by the review committee. Consultants not selected for interviews will not be further considered for contract award.

The consultant deemed to have submitted the most advantageous proposal — considering proposal ratings, interview ratings (if conducted), and an evaluation of the cost proposals — will be recommended for award. The City reserves the right to reject any and all proposals.

A. Minimum Requirements

- Proposals must be submitted in accordance with the submission requirements detailed in Section III. All items must be included.
- The consultant team must demonstrate qualifications in cultural planning, evaluation, and public engagement. Minimum of three years of experience.

B. Comparative Evaluation Criteria

Each proposal meeting the minimum requirements shall be further evaluated and rated according to the comparative evaluation criteria below. Within each category, proposals will be rated on a system of **“highly advantageous,” “advantageous,” or “not advantageous”** and assigned points accordingly.

Staffing Plan, Schedule, and Capacity Highly Advantageous: Proposal presents a staffing plan with qualified team members representing the full range of expertise necessary to execute the cultural plan refresh. The proposed schedule is realistic, achievable, and completes the project within a 6-month timeframe. Team members are clearly identified with sufficient availability to complete their roles.

- **Advantageous:** Proposal presents a staffing plan with qualified team members. The schedule completes the project within the required timeframe but does not fully



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align with workload requirements for one or more tasks. Demonstrates general availability of staff.

- **Not Advantageous:** Proposal does not demonstrate a qualified team, or the schedule does not meet the required timeframe.

Team Experience

- **Highly Advantageous:** The team demonstrates extensive experience with seven (7) or more comparable cultural planning, evaluation, or stakeholder engagement projects in the past five (5) years, each resulting in practical, creative, and effective outcomes. At least one project demonstrates successful collaboration with a municipality of comparable size to Worcester.
- **Advantageous:** The team demonstrates experience with four (4) to six (6) relevant projects within the past five (5) years, producing adequate results. At least one project is with a municipality comparable in size to Worcester.
- **Not Advantageous:** The proposal demonstrates experience with the minimum of three (3) relevant projects within the past five (5) years.

Project Understanding and Approach

- **Highly Advantageous:** Proposal demonstrates a creative and comprehensive approach to address the required elements — evaluation, engagement, plan development, and evaluation tool creation — with clearly defined deliverables and innovative strategies.
- **Advantageous:** Proposal demonstrates an adequate approach that addresses the required elements with clearly defined tasks and deliverables.
- **Not Advantageous:** Proposal lacks a clear or comprehensive approach to the project.

Outreach and Inclusiveness

- **Highly Advantageous:** Proposal demonstrates exceptional understanding of Worcester's diverse communities and outlines creative, intentional strategies for inclusive engagement. Proposal includes Massachusetts certified Minority Business Enterprise (MBE) or Women Business Enterprise (WBE) participation at or above 15 percent of project effort.
- **Advantageous:** Proposal demonstrates adequate strategies for inclusive community engagement and includes at least one Massachusetts certified MBE or WBE partner at or above 5% of project effort.
- **Not Advantageous:** Proposal does not demonstrate adequate strategies for diverse community engagement and/or includes no MBE/WBE participation.



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Professional References

- **Highly Advantageous:** Consultant provides six or more relevant professional references, all of whom report highly satisfactory experiences, with projects meeting schedule, budget, and quality expectations.
- **Advantageous:** Consultant provides four to five relevant professional references with satisfactory experience and adequate project outcomes.
- **Not Advantageous:** Consultant provides the minimum of three (3) professional references with less than satisfactory experiences and limited project outcomes

Analytical and Communication Capabilities

- **Highly Advantageous:** Proposal demonstrates exceptional ability to analyze and present data through clear, creative visualizations and written synthesis that inform decision-making and build awareness.
- **Advantageous:** Proposal demonstrates adequate ability to analyze and present information clearly.
- **Not Advantageous:** Proposal demonstrates limited capabilities in analysis and presentation.

Interview/Oral Presentation of Services (City Optional)

- **Highly Advantageous:** The proposer's presentation was conducted by the individuals who will perform the services and included thorough, highly detailed information regarding how the firm will complete the scope of services. The presentation included multiple, relatable examples and dialog from services performed for other similar municipalities.
- **Advantageous:** The proposer's presentation was conducted by some of the individuals who will perform the services and included adequate detailed information regarding how the firm will complete the scope of services. The presentation included one relatable example and dialog from services performed for other similar municipalities.
- **Not Advantageous:** The proposer's presentation was conducted by the firm's sales team and not the individuals who will perform the services. It includes some information regarding how the firm will complete the scope of services but was not clear as to the firm's ability to comply with the stated scope of services. The presentation included no examples and dialog from services performed for other similar municipalities.



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ATTACHMENT A: REFERENCE PLANS, STUDIES AND RESOURCES

The following list of plans, studies, reports and initiatives is provided for informational purposes.

- **Worcester Now-Next Plan.** (2024) Utile, Planning and Urban Design, for City of Worcester: <https://www.worcesterma.gov/planning-regulatory/document-center/now-next-final-plan.pdf>
- **FY25-29 Municipal Strategic Plan** (2024): <https://www.worcesterma.gov/city-manager/strategic-plan/strategic-plan-2025-2029.pdf>
- **Becoming Worcester, a Cultural Plan.** (2019). Greater Worcester Community Foundation, for City of Worcester and Worcester Cultural Coalition: <https://worcesterculture.org/wp-content/uploads/2019/07/Cultural-Plan-Final.pdf>
- **FY2020 – 2024 Municipal Strategic Plan** (2019): <https://www.worcesterma.gov/city-manager/strategic-plan/strategic-plan.pdf>
- **Worcester Community Preservation Plan:** <https://www.worcesterma.gov/sustainability-resilience/document-center/community-preservation-plan.pdf>
- **Main South Transformative District Initiative (TDI).** (2022): <https://www.worcesterma.gov/development/special-projects/tdi-district>
- **Greater Worcester Community Health Improvement Plan (CHIP); Community Health Assessments (CHA).** (2015-2018). Various partners, for City of Worcester. <https://www.worcesterma.gov/building-a-healthy-community>
- **Open Space & Recreation Plan.** (forthcoming; last updated in 2013). Weston and Sampson, for Worcester DPW and Worcester Planning and Regulatory Services: <https://www.worcesterma.gov/city-parks>
- **Local Historic District Preliminary Study Report:** <https://www.worcesterma.gov/planning-regulatory/planning-initiatives/local-historic-district-preliminary-study-reports>



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ATTACHMENT B: SCOPE OF SERVICES

The scope of services for the Worcester Cultural Plan Refresh (2026–2031) is outlined below as the basis for more detailed proposals from respondents. The final plan of services will be negotiated with the selected Consultant, incorporating accepted aspects of their proposal.

The key outcomes of the study are the following:

- **Evaluation Report:** A comprehensive assessment of Worcester's cultural vibrancy and creative economy, including progress on the 2019–2025 Cultural Plan.
- **Worcester Cultural Plan (2026–2031):** A community-informed cultural plan that articulates a shared vision, goals, and strategies for advancing the city's cultural ecosystem.
- **Community Engagement Process:** An inclusive and intentional process that engages Worcester's diverse residents, organizations, and institutions.
- **Annual Evaluation & Impact Tracking Tool:** A practical, replicable tool with indicators for measuring cultural progress, accompanied by training materials for City/WCC staff.

Task 1: Project Initiation, Outreach, and Management

This task establishes project start-up actions and ongoing activities associated with project management and public engagement.

- **Project management plan:** Establish a work plan and timeline, including roles, responsibilities, and coordination with City staff and the Cultural Development Office. Provide regular progress updates.
- **Community outreach and engagement strategy:** Develop an inclusive outreach plan identifying key stakeholders, constituencies, and engagement methods (e.g., forums, surveys, interviews, digital tools). Ensure accessibility across Worcester's diverse populations by providing translation services, outreach in multiple languages, and culturally responsive engagement.
- **Steering committee:** Collaborate with the City to form and facilitate a steering committee representing diverse cultural and community voices. Establish roles and responsibilities and conduct regular meetings.

Deliverables:

- Project Management Plan
- Outreach and Engagement Plan (ongoing program)
- Steering Committee Meeting Facilitation



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Task 2: Cultural Evaluation Report (Existing Conditions)

This task involves assessing Worcester's cultural vibrancy and the health of the creative economy today.

- **Baseline evaluation:** Measure cultural vibrancy and creative economy health using recognized sector indicators and metrics.
- **Progress report:** Assess achievements, challenges, and lessons learned from the 2019–2025 Cultural Plan.
- **Data analysis:** Collect and analyze quantitative and qualitative data to evaluate the current state of Worcester's cultural sector.
- **Integration with other studies:** Review relevant municipal and regional plans (e.g., Strategic Plan, Green Worcester Plan) to ensure alignment.

Deliverables:

- Draft Evaluation Report (summary of findings and data)
- Final Evaluation Report (incorporating feedback from City and stakeholders)

Task 3: Development of the Refreshed Cultural Plan (2026–2031)

This task develops the new plan that will guide cultural development in Worcester over the next five years.

- **Vision and goals:** Develop a community-informed vision statement and set of goals for Worcester's cultural future.
- **Objectives and strategies:** Translate vision and goals into actionable objectives and strategies. Recommendations must address equity, sustainability, and inclusion.
- **Design and narrative:** Draft the refreshed plan in a concise, user-friendly format with clear language, charts, tables, and graphics.
- **Communications and accessibility:** Ensure the plan is visually compelling, ADA-compliant, and accessible online and in print.

Deliverables:

- Draft Worcester Cultural Plan (2026–2031)
- Final Worcester Cultural Plan (2026–2031)

Task 4: Creation of Annual Evaluation & Impact Tracking Template

This task ensures accountability by equipping the City with an ongoing evaluation mechanism.



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- **Template design:** Develop a replicable evaluation and tracking template to measure cultural progress annually. The tool should incorporate both quantitative and qualitative indicators.
- **Integration with plan:** Align the template's measures with the goals and objectives of the 2026–2031 Cultural Plan.
- **Training and user guide:** Provide a user-friendly guide and/or training session for City staff to ensure long-term use and maintenance.

Deliverables:

- Draft Annual Evaluation & Impact Tracking Template
- Final Template with Implementation Guide
- Staff Training or User Session

General Requirements for Deliverables

- All deliverables shall be prepared in ADA-compliant, user-friendly formats that can be translated into other languages.
- Final reports and tools must be provided in Portable Document Format (PDF) and in editable Microsoft Office formats (Word, Excel, PowerPoint).
- Branding: Deliverables shall not include Consultant logos or branding except where agreed to by the City on acknowledgment pages.



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COST / PRICE PROPOSAL

RFP #: _____

(To be completed by proposer)

Consulting fee must be submitted as a flat, lump sum fee for all tasks/deliverables in the attached scope of services and required under the contract. Please include any and all costs associated in the lump sum fee. No additional fees will be considered. Proposers may not add additional items. Proposers shall include the estimated time to complete each task in number of weeks.

Task 1

Lump Sum Fee / Total Cost:\$ _____

Estimated project completion _____ weeks

Task 2:

Lump Sum Fee / Total Cost:\$ _____

Estimated project completion _____ weeks

Task 3:

Lump Sum Fee / Total Cost:\$ _____

Estimated project completion _____ weeks

Task 4:

Lump Sum Fee / Total Cost:\$ _____

Estimated project completion _____ weeks

Total Cost all Tasks = \$ _____

***low proposal price will be based on the total cost for all Tasks**

Signature of person submitting proposal

Date:

Printed

Name _____ Title _____

Company _____

Phone _____

E-Mail _____



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ATTACHMENT C: PROFESSIONAL SERVICES AGREEMENT

This draft agreement is a representative example, subject to further review by the City's Law Department.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made this _____ day of _____, 2026, by and between the City of Worcester, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts, acting by and through its Cultural Development Office ("City"), and _____, a _____ with a principal place of business at _____ ("Consultant").

WITNESSETH:

WHEREAS, the City desires to obtain professional consulting services for the evaluation and refresh of the Worcester Cultural Plan (2026–2031) ("Project"); and

WHEREAS, the Consultant has represented to the City that it possesses the expertise, experience, and capacity to perform the required work; and

WHEREAS, the Consultant has submitted a scope of services and fee proposal that is acceptable to the City; and

WHEREAS, the City desires to engage the Consultant to undertake the Project;

NOW, THEREFORE, the parties mutually agree as follows:

1. Consultant's Services.

The Consultant shall provide the professional services described in Exhibit A, Scope of Services, attached hereto and incorporated herein by reference.

2. Schedule.

The Consultant shall perform the services required by this Agreement in accordance with the Project Schedule set forth in Exhibit B.

3. Fee.

The City shall pay the Consultant for all services performed pursuant to this Agreement an amount not to exceed _____ Dollars and no cents (\$_____) in accordance with the procedures set forth herein. The above sum includes all labor, overhead, profit, transportation, and direct expenses. The City shall pay the Consultant for services performed under this Agreement only on the basis of written invoices or official documentation evidencing in complete detail, the propriety of the charges. The City shall make payments within thirty (30) days after receipt of such invoice, excluding any review and approval period performed by the Commonwealth of Massachusetts as may be required as a condition to the receipt of funds for the Project.



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Pursuant to Section 51 of Chapter 7C of the General Laws, the Consultant or its consultants shall not be paid for any services involved in preparing changes that are required for additional work that should have been anticipated by the Consultant in preparation of the bid documents, as reasonably determined by the executive head of the public agency responsible for administering the Agreement for professional services. For purposes of this paragraph, "public agency" shall have the meaning as set forth in G.L. c. 7C, section 44.

The Fee is further described in the Project Fee Breakdown, as set forth in Exhibit C, attached hereto and incorporated herein by this reference.

4. Information Furnished by City.

The City shall furnish the Consultant with relevant information necessary for the performance of the Project.

5. Ownership of Documents.

All reports, plans, data, and materials prepared under this Agreement are instruments of service and are the property of the City, whether the work for which they are made is executed or not, and said instruments of service shall not be used by the Consultant on other work except by written agreement with the City. Additionally, such instruments of service are not intended or represented to be suitable for reuse by the City. If the City reuses such instruments of service on any project other than this Project without the involvement or prior written authorization from the Consultant, said reuse shall be at the City's sole risk; provided however, the City shall not be responsible for uses or actions by any third party.

6. Successors and Assignments.

The City and the Consultant each binds itself, its partners, successors, legal representatives and assigns of such other party in respect to all covenants of this Agreement.

7. Consultants, Subcontracting, Successors & Assignments.

The Consultant shall not employ consultants, subcontract, assign or transfer any part of its services or obligations under this Agreement without the prior approval of and written consent of the City. The City shall not unreasonably withhold such approval. The written consent shall not in any way relieve the Consultant from its responsibility for the professional and technical accuracy and the coordination of all data, designs, specifications, estimates and other work or materials furnished.

8. Professional Responsibility.

A. The Consultant shall perform all services required by this Agreement in accordance with the professional skill and care ordinarily exercised under similar circumstances by professionals practicing in the same or similar locality. The Consultant shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, reports and other work furnished under this Agreement.



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The Consultant shall furnish appropriate competent professional services for each aspect and task so that detailed checking or reviewing by the City is not necessary. The City's review, approval, acceptance of, or payment for any of the services furnished shall not be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

B. The Consultant acknowledges that it is cognizant of and fully familiar of the laws with the Commonwealth of Massachusetts governing the work related to the Project, including but not limited to bidding and award of construction contracts by municipal awarding authorities. The Consultant shall perform any and all services it renders to the City under this Agreement in compliance with the relevant provisions of said laws in affect at the time documents are initially prepared. Without limiting the generality of other provisions of this Agreement, in the event that any aspect of the Consultant's performance fails to comply with applicable law due to the Consultant's negligence, the Consultant

9. Indemnification.

For claims arising out of or relating to negligent errors and omissions in the performance of professional services rendered by the Consultant, to the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City and its officers, officials and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the City to the extent caused by the negligence of, or the breach of this Agreement by, the Consultant, its officers, or any person employed by the Consultant, or any consultant for whom the Consultant is responsible under this Agreement.

For all other claims, to the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless the City and its officers, officials and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever brought because of any injury (including death) or damage received or sustained by any person, persons or property arising out of, or resulting from the Consultant's breach of any provision of this Agreement or any asserted negligent act, error or omission of the Consultant, its officers, employees, consultants or other person for whom the Consultant is responsible under this Agreement.

The Indemnifications required hereunder shall not be limited by reason of the specification of any particular insurance coverage under this Agreement. Further, the Consultant's obligations hereunder shall not terminate with the expiration or termination of this Agreement, but shall survive it.

10. Insurance.

The Consultant shall maintain insurance coverage consistent with the City's standard professional services requirements.



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11. Termination.

A. Termination of Contract for Cause. If either party fails to fulfill in a timely and proper manner its obligations under this Agreement for any cause, or if either party violates any of the terms, covenants and conditions of this Agreement, then the offended party shall have the right to terminate this Agreement by giving written notice to the breaching party of such termination and specifying the effective date thereof, said written notice to be given at least five (5) days before the effective date of such termination. In such event, all records, documents, assets, property and equipment, of any nature whatsoever, or wheresoever situated, prepared, or purchased by the Consultant with federal, state or City funds under this Agreement shall, at the option of the City, become its property. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City for personal injury, property damage or otherwise by virtue of any termination of the Agreement, and the City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages to the City from the Consultant is determined.

B. Termination for Convenience of the City of Worcester. The City may terminate this Agreement at any time by giving not less than thirty (30) days notice in writing to the Consultant. In such event, all records, documents, assets, property and equipment, of any nature whatsoever, or wheresoever situated, prepared, or purchased by the Consultant with federal, state or City funds under this Agreement shall, at the option of the City, become its property.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City for personal injury, property damage or otherwise by virtue of any termination of this Agreement, and the City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages sustained by the City is determined.

C. Termination Expenses.

In the event of any termination of this Agreement, the Consultant shall be paid in accordance with the appropriate invoicing procedure defined in Section 3 herein, for all authorized services

12. Records.

The Consultant shall maintain records for six (6) years following final payment.

13. Reports and Information.

At such times and in such forms as the City may require, the City may request and the Consultant shall not unreasonably refuse to provide such statements, records, reports, data and information, pertaining to matters covered by this Agreement.

14. Audits and Inspections.



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At any time during business hours and as often as the City may deem necessary, the Consultant shall make available to the City or its representatives for examination all non-confidential records with respect to all matters covered by this Agreement and shall permit the City or its representatives to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. Records - Confidentiality.

The City reserves the right of access to the non-confidential records of the Consultant and its sub-contractors in accordance with provisions of federal and state laws and regulations. Those records classified confidential shall be provided with the informed written consent of the individual involved.

16. Independent Contractor.

The Consultant is an independent contractor and not an employee of the City.

17. Non-Discrimination.

A. In all hiring or employment made possible by or resulting from this Agreement, the Consultant (l) shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin, and (2) shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin.

B. No person in the United States shall, on the ground of race, color, religion, sex, age, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from the contract. The Consultant and each employer shall comply 14. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

18. Compliance with Laws.

In the performance of this Agreement, each party shall comply with all applicable federal, state and local laws, rules, ordinances and regulations, as well as all administrative and judicial positions known to it, except for such period as it may in good faith be contesting the validity or application thereof.

19. Conflict of Interest.

The Consultant warrants that it has complied with all provisions of law regarding the award of this Agreement and that it, or its employees, agents, officers, directors or trustees have not offered or attempted to offer, and shall not during the course of this Agreement offer, anything of any value to any employee of the City in connection with this Agreement.



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The Consultant further warrants that no employee of the City, including unpaid members of City boards and commissions, serves as an officer, director, trustee or employee of Consultant, and that no employees of the City have or will have a direct or indirect financial interest in this Agreement.

Violation of this section shall be a material breach of this Agreement and shall be grounds for immediate termination of this Agreement by the City without regard to any enforcement activities undertaken or completed by any enforcement agency. Termination of this Agreement pursuant to this section shall not waive any claims for damages the City may have against the Consultant.

20. Certifications Required by Law.

The Consultant, by executing this document, certifies the following:

- A. it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement for professional services;
- B. that no consultant to or subcontractor for the Consultant has given, offered or agreed to give any gift, contribution or offer of employment to the Consultant, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Consultant;
- C. that no person, corporation or other entity, other than a bona fide full time employee of the Consultant, has been retained or hired by the Consultant to solicit for or in any way assist the Consultant in obtaining this Agreement for professional services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Consultant; and
- D. that the Consultant, and any consultant to or subcontractor for the Consultant, represents, warrants and certifies that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes and all Ordinances and Orders of the City of Worcester relating to taxes, fees and charges, or is lawfully contesting the validity of the same. The Consultant, and any consultant to or subcontractor for the Consultant, further represents, warrants and certifies that it will remain in such compliance during the term of this Agreement, including any amendments or extensions hereto. Breach of any of these provisions shall be deemed a material breach which shall entitle the City to immediately terminate this Agreement pursuant to Section 11(A) and take any other action authorized by law to collect any amounts due the City.

21. Applicable Law.

The law of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement. The Parties agree that the venue shall be in any court of competent jurisdiction located in the Commonwealth of Massachusetts.



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22. Rights Reserved.

The City reserves the right to change policy expounded herein due to policy changes dictated by federal, state or municipal agencies. The Consultant shall comply with any and all federal, state and local laws, regulations and rules controlling or relating to this Project, as may be issued from time to time.

23. Notices.

Any formal notices necessary under this Agreement shall be given by certified mail, return receipt requested, and addressed to the City at the City Manager, Room 306, City Hall, Worcester, Massachusetts 01608 and addressed to the Consultant at the address appearing in the first paragraph of page 1 of this Agreement.

24. Severability.

If any provision of this Agreement is held invalid by any court or body of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

25. Headings.

The section headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

26. Amendments.

This Agreement may be amended or modified only by written instrument duly executed by the parties.

27. Entire Agreement.

This Agreement contains the entire understanding of the parties and supersedes all prior agreements, representations, proposals and undertakings of the parties.



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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives the day and year first above written.

RECOMMENDED:

[CONSULTANT]

Executive Office of Economic Development

Name

Title

Approved As To Form:

CITY OF WORCESTER

Law Department

Eric D. Batista
City Manager

I certify that funds are available in Account No._____.

Finance Manager
Department Administration & Finance



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Exhibit A: Scope of Services [To be inserted]

Exhibit B: Project Schedule [To be inserted]

Exhibit C: Project Fee Breakdown [To be inserted]