

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

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

**February 12, 2014**

**Town of Bedford**

**REQUEST FOR PROPOSAL**

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

The Town of Bedford, acting through its Town Manager, is requesting proposals from qualified firms to conduct an assessment center for selection of a Police Sergeant.

Copies of the Request for Proposals may be obtained at the Town Manager's Office, on and after **February 12, 2014** between the hours of 8:00 a.m. and 4:00 p.m., or by calling the Office at (781)275-1111. **The proposal deadline is Friday, March 14, 2014 at 2:00 p.m.**

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

The Town of Bedford is an Equal Opportunity Employer.

Mr. Richard Reed  
Town Manager  
10 Mudge Way  
Bedford, MA 01730  
781-275-1111  
[rreed@bedfordma.gov](mailto:rreed@bedfordma.gov)

# **TOWN OF BEDFORD MASSACHUSETTS**

**10 Mudge Way  
Bedford, MA 01730**

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

February 12, 2014

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## 1. INTRODUCTION

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

Sealed, written proposals for Consulting Services to Design and Conduct an Assessment Center for Selection of a Police Sergeant will be received at the Office of the Town Manager **until Friday, March 14, 2014 at 2:00 p.m.**

Town of Bedford  
Town Manager  
10 Mudge Way  
Bedford, MA 01730

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

### 1.2 Background

Bedford is a historic town fifteen (15) miles northwest of Boston. Bedford is a part of the Boston Metropolitan Statistical Area and a member of the Metropolitan Area Planning Council. Its proximity to Boston and the Route 3 technical/industrial corridor afford the town a vigorous regional economy.

The Bedford Police Department is staffed with a Police Chief, two (2) Lieutenants; seven (7) Sergeants; sixteen (16) Patrol Officers; two (2) Detectives; eight (8) Emergency Communications Officers; two (2) Crossing Guards; two (2) Department Clerks; and one (1) Animal Control Officer. All of the police personnel, with the exception of the Police Chief, Crossing Guards and Animal Control Officer are represented in collective bargaining units.

The Town of Bedford operates with a five (5) member Board of Selectmen / Town Manager and Open Town Meeting form of government. The position is covered by Civil Service.

## 2. SCOPE OF SERVICES

- 2.1. Preliminary Interviews. Conduct a preliminary interview with the Town Manager and other senior staff to become familiar with the demographics and the needs of the Bedford Police Department and to establish the specific competencies/attributes to be measured in the assessment center process.
- 2.2. Design a Written Examination. In compliance with Civil Service Commission and Human Resources Division, the Town of Bedford will design a written examination using materials drawn from the Human Resources Division reading list, Police Department policies and procedures, rules and regulations or other related management/supervisory materials. The written examination will consist of eighty (80) questions.
- 2.3. Design Assessment Center Exercises. In full compliance with HRD Civil Service rules and regulations, the consultant will design the assessment center exercises. Included in the assessment center design will be a minimum of the following: The original announcement of the assessment center, collecting input from the Town Manager and other senior staff, videotaping the assessment center, and developing the assessment center components. The consultant will be responsible for recruiting members to serve on the assessment center panel. The consultant agrees that Chief of Police will review and approve the members of the assessment center panel prior to the exam date.
- 2.4. Review Assessment Center Process with Police Department Staff. As part of the consultant's responsibilities, the Town will require the consultant to visit the Bedford Police Department and provide the Sergeant candidates with an overview of the assessment center process and answer any questions from the Bedford candidates.
- 2.5. Notice of Assessment Center. The consultant will be expected to develop a schedule for the conduct of the assessment center and will be expected to notify those so involved.
- 2.6. Conduct Assessment Center. Arrange for, oversee and conduct a sound, effectual and comprehensive assessment center. Perform all of the tasks outlined on the attached Delegation Agreement and agreement between the Town of Bedford and the Bedford Police Officers Association. Conduct an orientation session for applicants at a Town-designated facility.
- 2.7. Labor and Materials. Supply all personnel (including Assessors), labor and materials to conduct a one/two-day assessment center for up to a maximum of sixteen (16) candidates.
- 2.8. Secure Civil Service Endorsement of Selection. Provide the results of the assessment center, including a departmental promotional eligible list in accordance

with statutory requirements and submit it to the Town Manager for appointment purposes. This will be accomplished consistent with Massachusetts Civil Service Commission practices.

- 2.9. Follow-up Interviews. Provide an opportunity for brief follow-up interviews if requested by any candidates to discuss how their individual performance in the various exercises that had been measured against the performance, responses and/or behavior deemed appropriate, satisfactory and desirable, and to explain the rationale for assignment of their particular numerical grade for the exercises.
- 2.10. Other. Any other tasks incorporated by reference from the Delegation Agreement between the Town of Bedford and the Commonwealth of Massachusetts Human Resources Division dated August 9, 2013.

### **3. ADDITIONAL REQUIREMENTS**

- 3.1. In addition to meetings required under other aspects of the Request for Proposal, the consultant will provide up to two (2) additional meetings of ninety (90) minutes in length. Meeting will occur as necessary and professional presentations may be made to Town Boards or employee groups or other similar meetings as may be requested by the Town Manager.
- 3.2. Total price shall be a lump sum and shall be all inclusive including travel, printing, telephone and any other outside expense.
- 3.3. The successful consultant will be required to execute a contract in the form attached hereto as Attachment E.
- 3.4. The successful consultant will indemnify the Town of Bedford at the time of contract execution against any and all losses and damages by providing liability insurance in the amount of five hundred thousand (\$500,000) and by providing evidence of Worker's Compensation Insurance as required by law.

### **4. TIMELINE**

- 4.1. The successful consultant must be ready to commence project work within twenty-one (21) calendar days of the contract award. Any deviation from this schedule must be clearly stated in the consultant's response to the proposal and any delay to start should be negotiated between the parties. While it is the Town's expectation to begin project work within twenty-one (21) days, the town reserves the right to extend the project start date within reason.

### **5. PROPOSAL CONTENT AND SUBMISSION REQUIREMENTS**

- 5.1. Sealed, written proposals for Consulting Services to Design and Conduct an Assessment Center for Selection of a Police Sergeant will be received **until Friday, March 14, 2014 at 2:00 p.m. by;**

Town of Bedford  
Town Manager  
10 Mudge Way  
Bedford, MA 01730

- 5.2. The successful consultant should be prepared to begin work within twenty-one (21) days of the signing of the contract and work should be completed within sixty (60) days after the project's start date, preferably, unless by mutual agreement.
- 5.3. MGL Chapter 30B Section 6 requires the separate submittal of price and non-price (technical) information. The technical proposal shall be submitted in a sealed envelope labeled **Consulting Services to Design and Conduct an Assessment Center for Selection of a Police Sergeant, NON-PRICE PROPOSAL.**
- 5.4. The cost proposal with Appendix A, Non-Collusion Form and Appendix B, Statement of State Tax Compliance shall be submitted in a separate sealed envelope labeled **Consulting Services to Design and Conduct an Assessment Center for Selection of a Police Sergeant, PRICE PROPOSAL.**
- 5.5. The Town reserves the right to reject any or all proposals in whole or in part, and to make the award deemed to be in the best interests of the town.
- 5.6. The Town may waive any minor informalities in the proposal process as described in Section 2 of Chapter 30B, or allow the Consultant to correct them. Other minor errors will be clarified in the spirit and letter of Chapter 30B.
- 5.7. The Town will not be responsible for the premature opening of any proposal that is not properly identified.
- 5.8. Proposals that are incomplete, not properly endorsed or signed, or which are contrary to the instructions provided in this Request For Proposals may be rejected.
- 5.9. The Town of Bedford does not discriminate on the basis of race, color, national origin, gender, sexual orientation, religion, age, or handicapped status in its employment practices or procurement of goods and services.

## **6. SUBMISSION CRITERIA**

- 6.1. Consultants are required to submit one (1) original and four (4) copies of a "Non-Price Proposal" as described in 6.2 below and one (1) original sealed "Price Proposal" using the form attached to this document.

### **6.2 Non-Price Proposal – All Non-Price Proposals shall include:**

- 6.2.1. Name, Address and Telephone Number of firm;

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

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

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

## **7. SELECTION AND EVALUATION PROCESS**

7.1. An Evaluation and Selection Team will review and rate all proposals received. Consultants who fail one or more categories under the Minimum Evaluation Criteria will be disqualified from further consideration. Consultant who submit proposals that meet all of the Minimum Evaluation Criteria will be evaluated next on Comparative Evaluation Criteria.

7.2. Minimum Evaluation Criteria:

7.2.1. Consultants must have at least three (3) years' experience in conducting comprehensive assessment centers for civil service positions in Massachusetts, including all elements identified in this RFP.

7.2.2 Consultants must have completed at least five (5) comprehensive assessment centers for civil service positions in Massachusetts, including all elements identified in this RFP.

7.2.3. Names, Addresses, Telephone Numbers, and e-mail addresses for references provided in connection with Section 8.5.

7.2.4. Consultants must follow the “Guidelines for Ethical Considerations for Assessment Center Operations” by the International Task Force on Assessment Center Guidelines.

7.2.5. A signed Non-Collusion Statement and a signed Statement of State Tax Compliance.

## **8. COMPARATIVE EVALUATION CRITERIA**

### **8.1 Experience**

#### Highly Advantageous

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

#### Advantageous

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

#### Not Advantageous

Consultant has more than three (3) but less than five (5) years experience in planning and implementing assessment centers for Massachusetts civil service positions.

### **8.2. Similar Assessment Centers**

#### Highly Advantageous

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

#### Advantageous

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

#### Not Advantageous

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

### **8.3. Staff**

#### Highly Advantageous

Consultant assigns a principal consultant to the project who has participated in ten (10) or more comparable assessment centers.

#### Advantageous

Consultant assigns a principal consultant to the project who has participated in at least five (5), but less than ten (10) comparable assessment centers.

#### Not Advantageous

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

#### **8.4. Plan of Services**

##### Highly Advantageous

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

##### Advantageous

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

##### Not Advantageous

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

#### **8.5. References**

##### Highly Advantageous

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

##### Advantageous

Consultant provides at least four (4) who give the consultant an overall rating of either “advantageous” or “highly advantageous”.

##### Not Advantageous

Consultant provides less than four (4) references regardless of rating or any number of references with at least one (1) who rates the consultant as “not advantageous.”

#### **8.6. Interview**

##### Highly Advantageous

Consultant receives an overall rating of “highly advantageous” from the interview panel based upon materials provided, clarity of presentation, and public presentation skills.

##### Advantageous

Consultant receives an overall rating of “advantageous” from the interview panel based upon materials provided, clarity of presentation, and public presentation skills.

##### Not Advantageous

Consultant receives an overall rating of “not advantageous” from the interview panel based upon materials provided, clarity of presentation, and public presentation skills.

## **8.7. Rule for Award**

The contract will be awarded to a consultant who meets the minimum evaluation criteria, submits the required documents, has the demonstrated experience and resources to fulfill the contract and best meets the comparative evaluation criteria. The price proposal will be considered as part of the overall evaluation of the consultant.

## **8.8. Other**

- 8.8.1 The Town may make such investigations as the Town deems necessary and the consultant shall furnish to the Town all such information and data for this purpose as the Town may request.
- 8.8.2. The Town's decision or judgment on these matters will be final, conclusive and binding.
- 8.8.3. The contract will be awarded within thirty (30) days after the proposal due date unless the time for the award is extended by mutual consent of the parties.
- 8.8.4. Proposals that are incomplete or obscure may be rejected, and proposals that contain erasures, alterations, or other irregularities of any kind, or in which errors occur, may be rejected as informal or improper.
- 8.8.5. The Town reserves the right to reject any or all proposals and make award as may be in the best interest of the Town.

## **9. QUESTIONS AND INQUIRIES**

- 9.1 Inquiries concerning any or all parts of this proposal must be made in writing to the person named below at least seven (7) days prior to the date the proposals are due. All responses will be made in writing and all Consultants of record will receive a complete copy of questions and responses. Send inquiries to:

Mr. Richard Reed  
Town Manager  
10 Mudge Way  
Bedford, MA 01730  
781-275-1111  
[rreed@bedfordma.gov](mailto:rreed@bedfordma.gov)

**APPENDIX A**

**CERTIFICATE OF NON-COLLUSION**

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

---

(Signature of individual signing proposal)

---

(Name of Business)

**APPENDIX B**

**STATEMENT OF STATE TAX COMPLIANCE**

Project: **Police Sergeant Assessment Center**

As required by M.G.L.c.62C, § 49A, the undersigned certifies that he or she has complied with all laws of the Commonwealth relating to taxes, reporting of employees and Contractors, and withholding and remitting child support.

I, \_\_\_\_\_  
(Name and Title)

Authorized \_\_\_\_\_ signature  
for \_\_\_\_\_  
(Contractor)

whose principal place of business is at:

\_\_\_\_\_  
(Address)

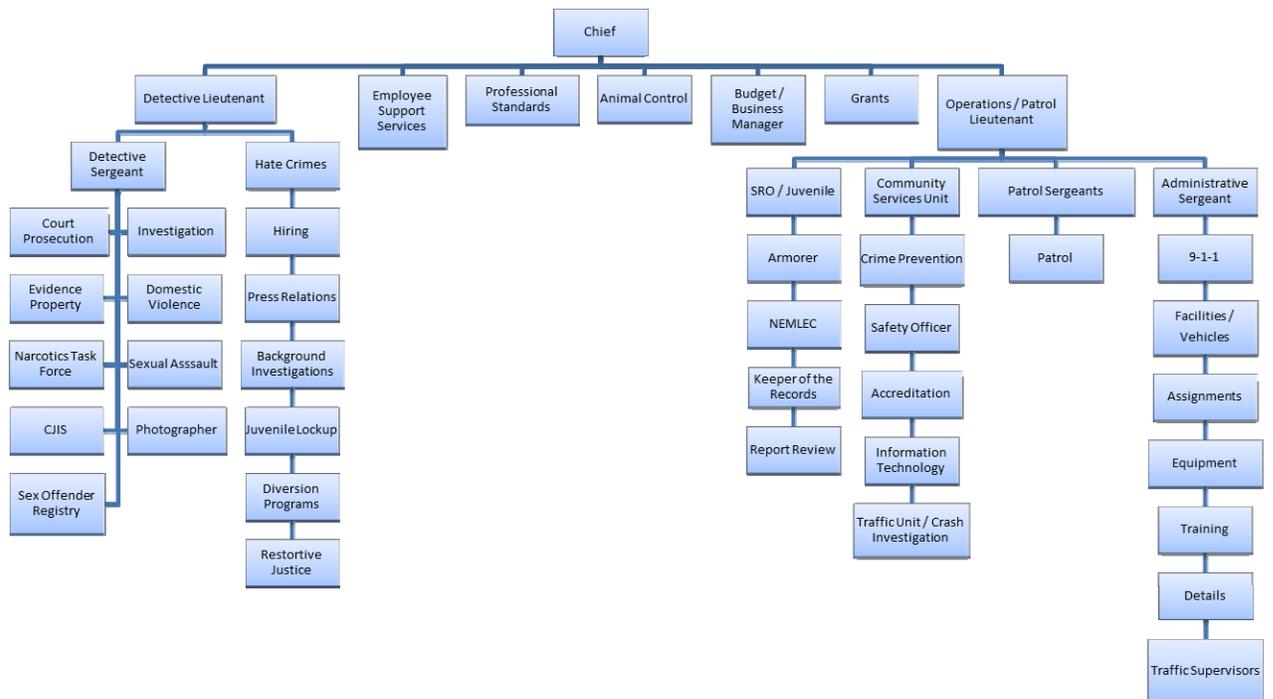
do hereby certify under the pains and penalties of perjury that I have complied with all laws of the Commonwealth relating to taxes.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## APPENDIX C

### CURRENT ORGANIZATIONAL CHART FOR TOWN OF BEDFORD POLICE DEPARTMENT



**APPENDIX D**  
**TOWN OF BEDFORD**  
**PRICE PROPOSAL**  
**BID FORM**

\_\_\_\_\_, doing business at  
 Name of Firm or Individual

---

Street Address City/Town

---

State Zip Code

---

Telephone number Contact Person

Consultants should submit quotes based on a cost per candidate tiering taking into consideration the number of possible candidates for the assessment center as well as the assessor costs relative to the number of candidates. The cost per tiering should be considered comprehensive and include orientation sessions, pre-screening, interviews with town management, and the actual assessment center.

Consultants should submit quotes as follows:

	<b>Assessment Center Fee</b>	<b>Assessor Costs</b>	<b>Total Assessment Center Fee</b>
<b>1 to 5</b>			
<b>6 to 10</b>			
<b>11 to 16</b>			

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

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

\_\_\_\_\_  
 Signature Date

**APPENDIX E**  
**SAMPLE CONTRACT**

**AGREEMENT**  
**CONSULTING SERVICES TO DESIGN AND CONDUCT**  
**AN ASSESSMENT CENTER FOR**  
**SELECTION OF POLICE SERGEANT**

**TOWN OF BEDFORD, MASSACHUSETTS**

AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 2014 between the Town of Bedford, Massachusetts, acting by its Selectmen, hereinafter called the "Town" and \_\_\_\_\_ hereinafter called the "Consultant."

WHEREAS the Town and the Consultant mutually wish to enter into contract for consulting services to design and conduct an assessment center for the selection of a police sergeant.

WITNESSETH that the Town and Consultant, for mutual consideration, hereinafter named, agree as follows:

ARTICLE 1. The Consultant shall perform the duties outlined in Section 2 "Scope of Services" as outlined in the Request for Proposal dated February 14, 2014.

ARTICLE 2. The Town shall pay the sum of \_\_\_\_\_ for these services.

ARTICLE 3 GENERAL The Consultant agrees to protect, defend and save harmless the Town of Bedford against any demand for payment for the use of any patented material, process, device or article that may enter into the manufacture, construction, or form any part of the materials or services covered by this contract, and the Consultant agrees further to indemnify and save harmless the Town of Bedford, its officers, agents and employees from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the Consultant, his servants, or agents. In case of default by the Consultant the Town of Bedford may procure the articles or services covered by this contract from other sources and hold the Consultant responsible for any excess occasioned thereby.

ARTICLE 4 QUALITY All materials or services furnished on this contract must be as specified and subject to our inspection and approval within reasonable time after delivery at destination. Materials or services other than those specified in this contract must not be substituted without authority from the purchasing Agent. Material rejected will be returned at the Consultant's risk and expense.

ARTICLE 5 TAXES In accepting this contract the Consultant does certify to the Town of Bedford that the purchase price of materials representing this contract does not include any sales, use or value-added tax whatsoever. Tax exemption certificate will be provided by the Town of Bedford to the Consultant upon request.

ARTICLE 6 RESPONSIBLE BIDDER Failure of a Bidder to execute the contract awarded to him or her, or to comply with any of the terms and conditions therein may disqualify him from receiving future contracts. All goods and services covered by this contract must be billed at prices and specification agreed upon above.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals of the day and year first stated.

Owner

Consultant

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BY:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BEDFORD SELECTMEN

(CORPORATE SEAL)

Address for giving notices:  
10 Mudge Way  
Bedford, MA 01730

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Town Counsel

As required by Chapter 693 of the Acts of 1964 (M.G.L. Chapter 44 Section 31C), this is to certify that the Town of Bedford, Massachusetts has an appropriation which is adequate to cover the cost of this contract.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Town Accountant

Note: If Consultant is a corporation or other legal entity, an affidavit and Certificate of Vote giving the principal the right to sign the Agreement must accompany the executed Agreement

# APPENDIX F

## DELEGATION AGREEMENT

between the **Bedford Police Department** and the  
**Massachusetts Human Resources Division**

In accordance with the provisions of MGL Chapter 31, section 5(l), this agreement between the Human Resources Division (HRD) and the Bedford Police Department is for the purpose of delineating the responsibilities of the parties in the delegation of certain duties and powers of HRD to the Town pertaining to the selection process for Police Sergeant, Bedford Police Department.

The Town has agreed to hire a consultant to develop, construct, validate, administer and score a Police Sergeant assessment center and to pay all attendant costs associated with same. With the exception of additional points as required by statute or rule, including credit for employment or experience in the Police Sergeant title, this delegated selection process for Police Sergeant will be used as the **sole basis** for scoring and ranking candidates on an eligible list. The Town may forego the use of any written test administered by HRD. Nothing in this delegation agreement precludes the use of a written examination exercise developed by the consultant as part of the overall assessment center activities.

Upon the Town's submission to HRD of the credentials and references of the proposed consultant and the approval of HRD regarding the selection of the consultant, HRD will delegate to Richard T. Reed, Town Manager and the consultant in, but not limited to, the following areas:

1. Determination of the knowledges, skills, abilities and personal characteristics (KSAP's) that are supported by job analysis data that will be evaluated during the assessment center exercises.
2. Development of the departmental promotional examination announcement to be used to solicit applications including a description of duties; a description of the KSAPs determined pursuant to Paragraph 1 above; a description of the testing process to be used including any reading lists and preparation guides; testing date(s); deadline for filing applications; salary for the position; and any applicable fees. HRD will, upon request, provide sample language for the announcement, consistent with statutory requirements, regarding eligibility for the selection process, Employment/Experience examination component, and

statutory preferences. The Town must ensure proper posting of the examination announcement in all Bedford Police Department stations.

3. Development of the job-related, content valid questions/activities that will be used during the assessment center.
4. The security plan that will be utilized to ensure the integrity of the assessment center.
5. Any training materials or sessions that will be distributed to/conducted for applicants prior to the administration of the assessment center in order to familiarize them with assessment center procedures.
6. The review of any validation materials which support the assessment center activities.
7. The composition and selection of the assessors for the assessment center exercises.
8. The training of the assessors in the use of the rating schedules and administration of the exercises.
9. The review and approval of the rating schedules to be used.
10. The determination of a passing point for the assessment center.
11. The Town's representation as observers only for the assessment center components.
12. Reviews permitted pursuant to Section 22 of Chapter 31 of the MGL shall be the responsibility of the consultant. The Town and/or consultant shall be responsible for issuing notice to all candidates of the rights afforded to them under this Section of the MGL.
13. The Town and/or consultant shall be responsible for issuing notice to all candidates of the Employment/Experience examination component, including instructions on how to claim credits.
14. Maintenance of the record of the examination for three years from the date of the examination.
15. The consultant shall calculate any additional credits required by statute GL Chapter 31 § 59, as well as issue score notices to individual candidates which

shall include the date(s) of the examination, examination title, passing point, candidate score, and any additional credits required by statute.

16. Upon establishment of an eligible list, stemming from assessment center exercises and any additional points required by statute, such list will be forwarded to HRD.

It is agreed that:

- I. HRD authorizes George Bibilos, Director, Organizational Development Group/Civil Service, (617) 878- 9727, and/or his designee to act as its representative in all matters relative to this delegation agreement.
- II. Primary responsibility for the administration of all delegated civil service functions, as described herein, for the Town will be assigned to Richard T. Reed, Town Manager, who will serve as Delegation Administrator. S/He, or her/his designee, will be responsible for all matters relative to this delegation agreement.
- III. The Delegation Administrator shall be responsible for the following:
  - A. all notifications to all eligible candidates, acceptance and processing of examination applications, verification of examination eligibility, and security of the administration and scoring of the selection process that results in the establishment of an eligible list for Police Sergeant;
  - B. maintenance of the eligible list for Police Sergeant for a minimum of two years in accordance with applicable statutory preferences; and
  - C. certification from the eligible list in accordance with civil service laws, rules, regulations and procedures.
  - D. forward all notices of employment of promoted employee(s) from the certification process.
- IV. The Delegation Administrator shall be responsible for ensuring that the examination referenced herein is administered within 18 months of the issuance of this Delegation Agreement. An extension of a maximum of six additional months may be approved by HRD upon review of a written request from the Delegation Administrator detailing extenuating circumstances necessitating such extension. Such request must be submitted at least 30

days prior to expiration of the 18 month timeframe. Upon failure to administer this examination within the timeframe approved by HRD, HRD may cancel this examination and Delegation Agreement, and the Delegation Administrator will be responsible for refunding any examination processing fee(s) paid by applicants.

- V. The Delegation Administrator will be responsible for ensuring continued public access to all records determined to be public information.
- VI. The Delegation Administrator will be responsible for ensuring that candidates can review their standing on the established eligible list. (Such review must be made in the presence of the Delegation Administrator or designee to ensure that there is no alteration or destruction of material.)
- VII. Periodic or random audits of all examination materials, examination records, and/or delegated personnel transactions may be conducted at any time by representatives from HRD. All examination materials, records, ledgers and correspondence relating to the delegated functions shall be made readily available and accessible to HRD upon request. HRD may also at its option attend the administration of the examination as an observer. A report on any audit findings regarding delegated personnel transactions will be made available to the Delegation Administrator and corrective action, if necessary, on any problems or errors identified in that report must be taken by the Town within thirty 30 days from receipt of the audit report. A written report of that corrective action shall be submitted to HRD. HRD retains the rights to review, retain, approve, and/or disapprove any and all examination related materials and/or records, before or after the administration of the examination, at its discretion.
- VIII. It will be the responsibility of HRD to provide and explain to the Delegation Administrator any changes in civil service law and rules which may directly affect any of the delegated functions.
- IX. The Human Resources Division will be responsible for notifying the Delegation Administrator on a timely basis of any changes in the law or regulations which may affect the delegated functions.
- X. HRD will be available to the Delegation Administrator throughout the delegation process and HRD will provide technical assistance to the Delegation Administrator upon request.

- XI. Changes in approved procedures for the administration of the delegated functions may not be made without the review and approval of both parties. No duties may be assumed by the Delegation Administrator which have not been authorized by this agreement or subsequent attachment.
- XII. The cost of all services, forms, and materials provided directly by HRD shall be assumed by HRD unless otherwise agreed to by both parties. All other costs involved in the delegation of the functions set forth herein will be the responsibility of the Town.
- XIII. The Town may elect to charge a reasonable fee, as set by statute (currently \$250 per application), to offset the administrative costs of the selection process. Any processing fees collected through the delegation of these functions are the property of the Town.
- XIV. If at any time after the execution of this agreement either the Town or HRD determines that delegation authority should be discontinued, reversion of the authority for all delegated functions to the Town may be effected through 30 days' written notice, by registered mail, by either the Town or the Personnel Administrator (Chief Human Resources Officer).
- XV. The specific functions to be delegated are described and detailed in this Agreement. As further functions are delegated, detailed descriptions shall be reviewed by both parties and appended to this Agreement.

**DATE OF ISSUANCE: March 4, 2014**

FOR THE TOWN OF BEDFORD POLICE DEPARTMENT:

\_\_\_\_\_  
 Richard T. Reed  
 Town Manager

\_\_\_\_\_  
 Date

FOR THE HUMAN RESOURCES DIVISION:

\_\_\_\_\_  
 Paul Dietl

\_\_\_\_\_  
 Date

Chief Human Resources Officer