Request for Proposals

For

Financial Advisory Services

For the City of Chelsea, MA

Contract # 2017-08

RFP Contact:	City of Chelsea, MA
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MANDATORY SUBMITTALS:

RESPONDER INFORMATION FORM (To be first page of Proposal)
PRICE PROPOSAL FORM
CERTIFICATE OF NON-COLLUSION
STATEMENT OF CORPORATE AUTHORITY
WAGE THEFT CERTIFICATION
REFERENCE FORM

ATTACHMENTS

City of Chelsea Standard City Contract for Services over $10,000 Sample

(LEGAL NOTICE)

CITY OF CHELSEA
REQUEST FOR PROPOSALS
Financial Advisory Services

The City of Chelsea, Massachusetts, through its Chief Procurement Officer, is seeking Request for Proposals for "**Financial Advisory Services"**.
Request for Proposals will be available on or after June 27, 2016 by contacting Dylan Cook, Chief Procurement Officer at dcook@chelseama.gov or by visiting the City's website at http://www.chelseama.gov/purchasing/pages/current-bids-solicitations.

Proposals must be sealed and clearly marked **"Financial Advisory Services"** and submitted to the Office of the Chief Procurement Officer no later than 10:00AM on Monday, July 11, 2016.

The City of Chelsea reserves the right to accept any proposal, to reject any or all proposals and to waive minor irregularities and/or formalities as it deems to be in the best interest of the City.

In accordance with our Minority Business Enterprise Plan, we are inviting all qualified women and minority business firms to respond.

The City of Chelsea is an Equal Opportunity Employer.

This Request for Proposals is in accordance with M.G.L. Chapter 30B.

Dylan Cook
Chief Procurement Officer

Section 1 Procurement Scope

1.1 Authority

Request for Proposals Procedures and award of the Contract shall be in accordance with Massachusetts General Laws, plus all applicable Federal, State and Local laws and regulations.

1.2 Withdraw , Modify, and Amend Bids

Responders who wish to withdraw, modify or amend their response must do so in writing utilizing electronic mail to the City of Chelsea Chief Procurement Officer at Dcook@chelseama.gov or via fax at 617-466-4225, no later than the time and date set forth herein for the receipt of the Request for Proposals. All such withdrawals, modifications or amendments must so state in the subject line of the email correspondence. Any withdrawal, modification or amendment arriving after the date and time set forth for accepting responses will not be considered. After the opening of the responses, a responder may not change any provision of the response in a manner prejudicial to the interests of the City of Chelsea or fair competition. Minor informalities will be waived by the City of Chelsea.

1.3 Familiarity with Requirements

Responders are to thoroughly familiarize themselves with the requirements of this Request for Proposals. Ignorance of the requirements will not relieve the responder from any obligations or liabilities of any contract(s) issued as a result of this Request for Proposals.

1.4 Independent Party

Under this Request for Proposals, the successful responder declares itself to be at all times acting and performing as an independent party and nothing in this request for response or any subsequent contract(s) is intended to constitute a partnership or joint venture between the responder and the City of Chelsea.

1.5 Conflict of Interest

No officer or employee of the City of Chelsea shall participate in any decision relating to any contract which would affect their financial or personal interest or the interest of any corporation, partnership, sole proprietorship or association in which they are directly or indirectly interested.

1.6 Political Activity Prohibited

None of the services to be provided by any responder shall be used for any partisan political activity or to further the election of any candidate for public office.

1.7 Assignment by Contractor

The successful responder or contractor shall not assign in whole or in part or otherwise transfer any interest in any contract without the written consent of the City of Chelsea, provided however, that the present and prospective claims for money due owing to the Contractor from the City of Chelsea or any other Buyer may be assigned to a bank or trust company or to a financial institution insured by the Federal Deposit Insurance Corporation (FDIC) without such consent so long as notice of such assignment is promptly furnished to the City of Chelsea. Any complete or partial assignment of the contractor's or successful

responder's interest in any such contract shall require the assignee, at the City of Chelsea's discretion, to supply such further information as the City of Chelsea deems necessary to comply with the City of Chelsea rules and regulations governing contracts for services. Any such assignment, in whole or in part, shall also be expressly made subject to all defenses, set-offs or counter claims which would have been made available to the City of Chelsea against the successful responder in the absence of such assignment.

1.8 Subcontracting

None of the services to be provided by the contractor pursuant to any contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership, or any other such entity without the prior written approval of the City of Chelsea. All intended subcontracts must be in writing and must be submitted with the Request for Proposals documents. All intended subcontracts shall be provisions, which are functionally identical to and consistent with the language of this Request for Proposals.

1.9 Choice of Law

Any contracts awarded as a result of this Request for Proposals shall be construed under the laws of the Commonwealth of Massachusetts. The successful responder and agents thereof agree to bring any federal or state legal proceedings arising from any such contract in which the City of Chelsea is a party in a court of competent jurisdiction within the Commonwealth of Massachusetts. This section shall not be construed to limit any rights any party may have to intervene in any action in any court or wherever pending in which the other is a party.

1.10 Notices

Unless otherwise specified, any notice hereunder shall be in writing and shall be deemed delivered when sent via electronic mail (e-mail), given in person to either party or deposited in the U.S. Mail, postage prepaid and addressed to the persons indicated in any contract or as specified by any amendment hereto.

1.11 Severable Sections Do Not Affect Entire Contract

If any provision of the Request for Proposals or any subsequent contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations under the provision. The remainder of the Request for Proposals and any subsequent contract shall remain in full force and effect and enforceable to the fullest extent provided by law.

1.12 Contract Performance

The failure of any party to insist in any one or more situations, upon performance of any of the terms or provisions of any part of this Request for Proposals or resulting contract shall not be considered as a waiver or relinquishment of the right of either party to future performance of any such term or provision, and the rights and obligations of the parties to such future performance shall continue in full force and effect.

1.13 Funding & Fiscal Year Appropriation

Appropriations for expenditures by the City of Chelsea and authorizations to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year for the City of Chelsea, MA begins on July 1st and ends June 30th of the following year. The obligations of the City of Chelsea under any contract resulting from this Request for Proposals for any subsequent fiscal year following the fiscal year in which the initial contract is awarded is subject to the appropriations to the City of Chelsea of funds sufficient to discharge its obligations, which accrue in such subsequent fiscal year, and to the authorization to spend such funds for the purposes of this Request for Proposals. In the absence of such appropriation or authorization, any contract resulting from this Request for Proposals shall be terminated immediately without liability for damages, penalties or other charges arising from early termination. Expenditures for contracted services, which will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for the said fiscal year.

1.14 Procurement Calendar

The City of Chelsea solicits Requests for Proposals that will result in a contract. The schedule of events for this solicitation, subject to amendment by the City of Chelsea is:

Event	**Date**
RFP Released	June 27, 2016
Deadline for Written Inquiries	July 6, 2016
Response to Written Inquiries	July 7, 2016
Due Date for Responses	July 11, 2016 at 10:00AM

1.15 Duration of Contract

The initial term of contract shall expire on June 30, 2017. The City may elect to renew the contract for one year extensions up to a maximum of a total three years.

End of Section

Section 2 General Response Information

2.1 Required RFP Sections

The Responder must provide, in its response, a reply to the particular specifications included in the Request for Proposals.

2.2 Minority or Woman Business Enterprise Participation

In accordance with the Minority Business Enterprise Plan for the City of Chelsea, all qualified Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit proposals in response to this Request for Proposals. For the purpose of this RFP, the term MBE or WBE shall mean a vendor who is certified as a minority business enterprise by the State Office of Minority and Women-Owned Business Assistance (SOMWBA), and who is certified at the time the vendor's Request for Proposals is submitted.

Al minority owned businesses are encouraged to apply for SOMWBA certification. For further information on SOMWBA proposals or access to SOMWBA vendor lists, contact the State Office of Minority and Women Owned Business Assistance at (617)-727-8692.

2.3 The Contract Award

Based upon the responses received, the contract will be awarded to the most responsive, responsible responder. The proposer(s) submitting the proposals and price proposal considered to be most advantageous to the City will be notified of this status by the City, the City has no obligation to select the proposer offering the lowest rate(s).

2.4 ADA, Regulatory, Compliance and Standards

Responders are expected to provide services and commodities that are in compliance with Section 504 of the Federal Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Telecommunications Act of 1996, and all successor federal and related legislation throughout the term of any contract resulting from this solicitation.

2.5 Indemnification

Any successor in exchange for entering into an agreement or contract resulting from this Request for Proposals shall indemnify and hold harmless the City of Chelsea and all persons acting for or on behalf of either of them from all suits and claims against them, or either of them, arising from or occasioned by the use of any service, material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such service, material, equipment or apparatus, or any part thereof in any suit is held to constitute infringement, the successful bidder, within a reasonable time, will at its expense, and as the City of Chelsea may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus or remove the material, equipment or apparatus and refund the amounts paid therefore. Said indemnification includes reasonable attorney’s fees related thereto.

Furthermore, any successful responder in exchange for entering into any agreement or contract resulting from this Request for Proposals agrees to indemnify and hold harmless, release and forever discharge the City of Chelsea as well as their officers, agents and employees as well as their successors and assigns from

any and all manner of actions, suits, claims, demands, judgments, damages and liability in law and in equity which may arise or result from performance under this contract. This includes any discrimination, labor or employment claims against the successful responder and the City of Chelsea and any and all manners of legal action brought against the successful responder and /or the City of Chelsea. Said indemnification includes reasonable attorney's fees related thereto.

2.6 Federal, State and Local Laws

The successful responder will comply with all applicable Federal, State and Local laws and regulations.

2.7 Tax Exempt

Purchases made by municipalities and government are exempt from Federal Excise Taxes and Massachusetts Sales Taxes and response prices must show the exclusion of such taxes. Tax exemption certificates will be furnished as required.

2.8 Insurance

The successful responder in addition to any insurance required by State or local Law, shall maintain in force during the term of any contract(s) issued as a result of this Request for Proposals the following insurance issued by an insurance company licensed to do business in the Commonwealth of Massachusetts. Failure to provide or maintain such insurance shall be grounds to reject a bid or execute a contract.

a. Public Commercial Liability coverage in the amount of $1,000,000.00 per occurrence and $2,000.000.00 aggregate. Automobile Liability Insurance coverage in the amount of $500,000.00 per person, $1,000,000.00 per occurrence. Property damage Insurance in the amount of $250,000.00.
b. Worker's Compensation Insurance in the amounts required by Massachusetts Law.
c. Evidence of such insurance must name the City of Chelsea as the named insured as well as the successful bidder.
d. An Insurance Certificate giving evidence of the insurance must be delivered to the City of Chelsea within 10 days by the successful responder receiving the award of this Request for Proposals.

2.9 Confidentiality

The successful responder will comply with all provisions of Executive Order No. 11246 of September 24, 1975 and the successful responder acknowledges that in performance of any contract resulting from the Request for Proposals it may require or have access to "personal data" and become a "holder" of personal data as defined by M.G. L. c. 66A. The successful responder shall comply with all laws and regulations relating to confidentiality and privacy, including but not limited to any rules and regulations of the City of Chelsea. The successful responder shall at all times recognize the City of Chelsea's ownership of personal data and the exclusive right and jurisdiction of the City, and "data subjects" (as defined in chapter 66A) to control the use of personal data. The successful responder shall immediately notify the City of Chelsea both orally and in writing if any personal data in its possession is subpoenaed, improperly used, copied or removed by anyone except an authorized representative of the City of Chelsea. The successful responder shall cooperate with the City of Chelsea in taking all steps it deems advisable to enjoin misuse regain possession and/or otherwise protect the City of Chelsea's rights and data subject's privacy. The successful responder shall allow access to any personal data held in their possession solely to those employees of the

City of Chelsea who require such information in the performance of their occupational responsibilities. All personal data held by the successful responder shall be delivered to the City of Chelsea within 14 calendar days after termination of any contract resulting from this Request for Proposals. The successful responder agrees to take reasonable steps to insure the physical security of such data under its control, including but not limited to fire protection, protection against smoke and water damage, alarm system, locked removal of manually held data, passwords, access logs, badges or other methods reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data, limited terminal access, access to electronically or mechanically held data, limited terminal access, access to input documents and design provisions to limit use of personal data. The successful responder agrees that it will inform each of its employees having any involvement with their personal data or confidentiality. The City of Chelsea shall have access at all times to any data maintained pursuant to any contract resulting from this Request for Proposals, without the consent of the data subject. The successful bidder shall use personal data, and material derived from such data, only as necessary for the performance of the subject contract. Failure of the successful responder to comply with the requirements of this section may be grounds for terminating any contract resulting from this Request for Proposals.

2.10 Force Majeure

Neither the City of Chelsea of the successful responder shall be liable to the other, nor deemed to be in breach of any contract resulting from this Request for Proposals for failure or delay in rendering performance rising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to, Acts of God or the public enemy, wars, fires, flood, epidemics, quarantine restrictions, strikes, unforeseen freight embargos or unusually severe weather. Dates of times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other party promptly of the existence and nature of such a delay. It is agreed that since the performance dates of the subject contract are of the essence and important to the implementation of essential City of Chelsea work, continued failure to perform for periods aggregating 45 or more calendar days, even for causes beyond the control of the successful responder, shall afford the City of Chelsea the right to terminate any contract resulting from this Request for Proposals without assessment of termination costs or penalties.

2.11 Equal Opportunity

During the performance of this contract, the successful responder agrees as follows:

a. The successful responder will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information or ancestry. The successful responder will take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, religion, color, sex, nation origin or sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information or ancestry.
b. The successful responder will comply with all provisions of Executive Order No. 11246 of September 24, 1975 and all of the rules, regulations and relevant orders of the Secretary of Labor.

2.12 Termination

The responders for this Request for Proposals should note that the City of Chelsea reserves the right to terminate any contract resulting from this Request for Proposals in whole or in part, by written notice:

- **Without cause**: Either party may terminate the subject contract by giving written notice to the other party at least 60 calendar days prior to the normal contractual effective date of termination as stated or such other period as is mutually agreed upon in advance by the parties

- **For cause**: If, in the opinion of the city of Chelsea, the successful responder fails to fulfill its obligations, the City of Chelsea may terminate any contract resulting from this Request for Proposals by giving 30 days written notice to the successful responder at any time. The subject contract shall be terminated immediately in the event of fraud or program abuse.

- **Emergency**: The City of Chelsea may terminate or suspend any contract resulting from this Request for Proposals up to 60 calendar days by providing written notice to the successful responder, stating the grounds for the City of Chelsea's action, in the form of U.S. Mail, hand-carried letter, or other appropriate written means, if the City of Chelsea determines that immediate action is necessary to protect City, State and/or Federal funds or property, or to protect persons from injury. Such termination or suspension shall be effective upon receipt of notice of either suspension or termination by the successful responder. In the case of a suspension under this paragraph, the notice of suspension shall be accompanied by instructions from the City of Chelsea specifying requisite actions by the successful responder to remove the suspension, proposed timetable for meeting those requirements and a description by the City of Chelsea of allowable activities and costs, if any, during the suspension period. Failure by the successful responder to remedy the stated deficiencies according to the timetable prescribed by the City of Chelsea shall be cause for immediate termination.

- **Elimination or Reduction of Funding**: In the event of a reduction of funding for any reason, the City of Chelsea may terminate any contract resulting from this Request for Proposals by providing notice of termination in a reasonable time. The City of Chelsea may provide a conditional notice of termination with a proposed amendment to the subject contract. Any such notice shall provide that the subject contract will terminate automatically 30 calendar days after the date of the conditional notice of termination unless the successful responder submits to the City of Chelsea a properly signed copy of the amendment, or such modification form of amendment as may be agreeable to the City of Chelsea, within 20 calendar days after the date of the conditional notice of termination, or such other time as it is otherwise specified in the conditional notice.

- **Office's Remedies:** Upon Termination for Cause or for Emergencies: Notwithstanding the terms contained in this section, in the event of termination, the successful responder shall not be relieved of liability to the City of Chelsea by virtue of any breach of any contract resulting from this Request for Proposals by the successful responder. In the event of termination pursuant to this section, the City of Chelsea may withhold any payments to the successful responder for the purpose of set-off until such time as the exact amount of damages due to the City of Chelsea from the successful responder is determined. In addition to and notwithstanding the above, the successful responder covenants and agrees that in the event of termination of any contract resulting from this Request for Proposals, the successful responder shall pay to the City of Chelsea as damages: (a) such sum as, at the time of termination, the City of Chelsea reasonably determines that is, shall require to compensate a subsequent contractor to complete the delivery of service, and (b) the sum, reasonably determined by the City of Chelsea, which will compensate the City of Chelsea for all

the direct and indirect costs resulting from delay in the delivery of services upon the successful responder's default. The successful responder further covenants and agrees with the City of Chelsea that the successful responder shall pay all of the City of Chelsea's costs and expenses (including attorney's fees) incurred or paid in obtaining and enforcing any court order favorable to the City of Chelsea for any obligation of the successful bidder under any contract resulting from this Request for Proposals.

2.13 Obligation in the Event of Termination

Upon termination of any contract resulting from this Request for Proposals, all documents finished or unfinished, data, studies and reports prepared by the successful responder pursuant to the subject contract shall become the property of the City of Chelsea. Copies of finished and unfinished documents, data, studies and reports generated as a necessary part of performing the subject contract shall be delivered to the City of Chelsea upon reasonable request and shall be retained by the successful responder for future use. The City of Chelsea shall promptly pay the successful responder for all services performed and for all costs and un-cancelable commitments reasonably incurred in performance of the subject contract to the effective date of termination, provided the successful responder is not in default of the terms of the subject contract and submits to the City of Chelsea properly completed invoices with supporting documentation covering such services no later than 45 days after the effective date of termination, and that the successful responder make every reasonable effort to minimize or recover costs incurred.

2.14 Ownership of Furnishings & Equipment:

Unless otherwise provided by law or a federal grant award, title to all furnishings and equipment provided by the City of Chelsea or that the awarded responder provides under the terms of this Request for Proposals and paid for with public funds, shall vest in and be retained by the City of Chelsea. Upon completion of performance of the awarded responder's contract, the awarded responder shall return such furnishings and equipment in its possession in the same condition as at the commencement of any contract resulting from this Request for Proposals, normal wear and tear excepted.

2.15 Anti-Boycott Warranty:

During the term of any contract resulting from this Request for Proposals, neither the successful responder nor any "affiliated company" as hereafter described, shall participate in or cooperate with an international boycott, as defined in section 999(b)(3) and (4) of the Internal revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage on conduct declared to be unlawful by sections 2 and 4 of Chapter 151E of The Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity or which at least 51% of the ownership interests are directly or indirectly owned by the successful responder or by a person or persons or business entity or entities which directly own at least 51% of the ownership interest of the successful responder.

2.16 Tied Bids – NOT REQUIRED - RESERVED

2.17 Unexpected Closures or Delays

If, at the time of the scheduled bid submission deadline, the designated location for delivery of the bid is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other, the deadline will be postponed until 11:00 a.m. on the next normal business day. Bids will be accepted at the same location until that date and time.

End of Section

Section 3 Responder Response Information

3.1 Responder Communications

Responders are prohibited from communicating directly with any employee of the Purchasing Department and any other member of the City of Chelsea except as specified in this Request for Proposals, and no other individual City of Chelsea employee or representative is authorized to provide any information or respond to any question or inquiry concerning this Request for Proposals. Responders may contact the person identified on the cover sheet of this Request for Proposals in the event this Request for Proposals is incomplete.

3.2 Reasonable Accommodation

Responders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of the Request for Proposals information in an alternative format, must communicate such requests in writing, via electronic mail (e-mail) to the contact person. Requests for accommodation will be addressed on a case by case basis. A responder requesting accommodation must submit a written statement, via e-mail which describes the responder's disability and the requested accommodation to the contact person for the Request for Proposals. The City of Chelsea reserves the right to reject unreasonable request.

3.3 Public Records

All responses and information submitted in response to this Request for Proposals are subject to the Massachusetts Public record Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 2, Subsection 26. Any statements in the responder's responses inconsistent with these statutes will be disregarded.

3.4 Brand Name or Equal

Unless otherwise specified in this Request for Proposals, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this Request for Proposals to any manufacturer or proprietor or to constitute an endorsement of any good or service, and the City of Chelsea must consider clearly identified offers if substantially equivalent goods and services submitted in response to such reference.

3.5 Publicity

Any responder awarded a contract under this Request for Proposals is prohibited from selling or distributing any information collected or derived from the contract, including lists of participating or eligible departments, employee names, telephone numbers, e-mail addresses, addresses or any other reports or information except as specifically authorized under this contract.

3.6 Costs

Costs for services that are not specifically identified in the responder's response and identified as part of a contract, will not be compensated under any contract awarded pursuant to this Request for Proposals.

The City of Chelsea will not be responsible for any costs or expenses incurred by responders responding to this Request for Proposals.

3.7 Required Contract Attachments

All responders are required to complete, sign and return the following documents along with the Required Submittals:

Certificate of Non-Collusion - By signing the attached Non-Collusion Statement, the responder is declaring the fact that its response was formulated without collusion with any person, representative, agent or party submitting a competing response. No response will be accepted without the signed Non-Collusion Statement attached to the original response.

Vote of Corporation (If Responder is a Corporation) - If the responder is a Corporation, a vote of the Corporation approving participation in this Request for Proposals process must be signed by the corporate officers with the Corporate Seal Affixed and attached to the original Request for Proposals.

If the Responder is a Corporation, the names and addresses of the corporate Officers and the state and date of incorporation must be included. The responder must state if the Corporation is publicly held or privately held. If the Corporation is publicly held, the exchange on which it is traded and the symbol under which it is traded is required.

Sole Proprietorship (If Responder is a Sole Proprietorship) - If the responder is a Sole Proprietorship, a partnership or any other legal business entity, the names and addresses of the officers must be included, the parent state of business and the numbers of years this entity has been in business. In short, a complete business profile must be included in the bid.

Reference Form - To include three current contract references, at least one of which is a government agency that can be contacted during the Request for Proposals process. Two of the references must be customers for which the responder is or has provided services similar to those outlined in the Scope of Services of the Request for Proposals. Include customer name, contact person, his/her title, address and telephone number.

Pricing Form – Signature Required

3.8 Submitted Responses

The City of Chelsea shall be under no obligation to return any responses or materials submitted by the responder in response to this Request for Proposals. All materials submitted by responders become the property of the City of Chelsea and will not be returned to the responder. The City of Chelsea has the right to use any ideas, concepts or configurations that are presented in the responder's response whether or not the response is selected for contract award.

3.9 Clarification of Response

The City of Chelsea is not required to seek clarification of responses; therefore, the bidder should be as clear as possible in all of its responses to this Request for Proposals.

3.10 Evaluation and Award of Contract

All pricing must remain constant for the entire term of the contract, as well as any possible extension offered. Responses will be evaluated and awarded based upon the most responsive and responsible response offering the best price for the service.

3.11 Rejection of Responder's Response

A responder's response may be rejected by the City of Chelsea if the responders' response:

- Fails to adhere to one or more of the requirements
- Fails to submit its bid to the required address on or before the Request for Proposals due date
- Fails to submit a bid in accordance to the format and instructions specified or to supply the minimum information requested in this Request for Proposals.
- Fails to meet unconditionally or is unable to demonstrate competence to meet the requirements of this Request for Proposals.
- Misrepresents its equipment, systems or services or provides demonstrably false information in its response or fails to provide material information.
- Violates the restrictions on contacts with the City of Chelsea employees and representatives
- Refuses, is unable to, or fails to provide clarification requested by the City of Chelsea in a reasonable time frame.

3.12 Request for Proposals Cancellation

The City of Chelsea retains the right to cancel this Request for Proposals, or any portion thereof, at any time prior to the execution and approval of a contract. If this Request for Proposals is cancelled, all responses received to this Request for Proposals will be rejected. All expenses related to the preparation of responses to this Request for Proposals remain the responsibility of the responder.

3.13 No Guarantee of Purchase

The City of Chelsea makes no guarantee that any purchases will take place from any contract resulting from this Request for Proposals, nor does the City of Chelsea guarantee any minimum quantity of purchases from any contract resulting from this Request for Proposals. Any estimated or past procurement volumes referenced in this Request for Proposals are included only for the convenience of the bidders, and not to be relied upon as any indication of future purchases.

The responder may not place, as a condition for providing the cost levels proposed, any minimum purchase requirements.

3.14 Prime Contractors and Subcontractors

Prior approval of the eligible entity is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial program and reporting requirements and are held to the same reimbursable cost standards as the successful responder.

The City of Chelsea requires a single point of contact for any contract resulting from this Request for Proposals. Subcontractors may be used, but the successful responder, as prime contractors, shall be responsible for meeting all of the terms of any contract resulting from this Request for Proposals and must accept full responsibility for any subcontractor's performance.

Responder's must provide a list of subcontractors, a description of each subcontractor's responsibility in regards to this contract and signed letters of agreement between the responder as the prime contractor, and its subcontractor(s) identifying their responsibilities and their relationship to the prime contractor. The prime contractor must notify each individual account (eligible entity) in writing; the name of their subcontractor both initially and when a sub-contractor is changed. If a subcontractor has filed for Chapter 11 Bankruptcy of Chapter 7 Bankruptcy, the prime contractor also must notify the City of Chelsea. The notification must be written and must be within one week of the events noted above.

3.15 Written Inquires

Responders may submit written inquiries concerning any part or attachment of this Request for Proposals. Written inquiries regarding issues outside of the scope of this Request for Proposals will not be considered.

All inquiries must be submitted by the required date and time, to the contact listed on the cover page of this Request for Proposals.

All written inquiries must be submitted via electronic mail (email) only. No other manner of submission will be accepted.

Any change to this submission date and/or time will be made by a notice sent electronically to all responders. The responder is responsible for confirming receipt of its written inquiries with Dylan Cook, Chief Procurement Officer, City of Chelsea at Dcook@chelseama.gov.

The City of Chelsea will provide written responses via electronic mail (e-mail) to all written inquiries received by the required due date. Responses will not identify the inquiry by responder.

End of Section

Section 4 Scope of Services

The City of Chelsea is requesting proposals from full service financial advisory firms to provide general advisory services associated with the issuance of municipal notes and bonds. The work will also include assistance in preparing multi-year/multi-issue financing plans, general financial advisory services, and continuing disclosure filing services.

I. BACKGROUND

The City of Chelsea is seeking full service financial advisory firms to provide general assistance associated with municipal debt. Examples of anticipated upcoming debt are the FY 2017 Capital Improvement Plan totaling approximately $6.4 m and the continued financing of the Clark School renovation/construction project expected to comprise two issues including one for $2.25 m during FY 2017.

The City seeks a financial advisor to assist with the following: Municipal Bonds – General Obligation Bonds and Notes, Refunding Bonds, MWPAT Loans, Municipal Notes issued with full disclosure, Municipal State House Loan Notes and Continuing Disclosure.

The City seeks a financial advisor to provide general assistance leading up to the issuance of debt, manage the bond financing process including the preparation of the Official Statement, as well as periodic ad hoc assistance on other miscellaneous financial tasks such as updating debt schedules and completing continuing disclosure documents.

II. TERM OF CONTRACT

The initial term of contract shall expire on June 30, 2017. The City may elect to renew the contract for two, one-year extensions.

III. PROPOSAL DOCUMENTS

A copy of the Proposal Documents may be obtained at Chelsea City Hall, 500 Broadway, Chelsea, MA 02150, or by email request sent to DCook@chelseama.gov. Email requests are strongly preferred.

IV. PROPOSAL PROCESS

A. GENERAL

1. All proposals shall be sealed and addressed as follows:

   Dylan Cook, Chief Procurement Officer
   Chelsea City Hall
   500 Broadway, Room 206
   Chelsea, MA 02150

2. This Request for Proposals ("RFP") is governed by the requirements of G.L. c. 30B, section 6. Proposals must be submitted in **two separate sealed envelopes**. These two envelopes

must be enclosed in a single outside envelope, which is sealed and marked with the proposer's name and address and titled "CITY OF CHELSEA FINANCIAL ADVISORY SERVICES." Both inner envelopes must be clearly marked with the proposer's name, date of opening, and titled as follows:

a. Price Proposal. One envelope shall contain the proposer's price proposal and it shall be marked "CITY OF CHELSEA FINANCIAL ADVISORY SERVICES – PRICE PROPOSAL."

b. Technical (Non-Price) Proposal. One envelope shall contain all the technical (non-price) information required by the Request for Proposals and it shall be marked "CITY OF CHELSEA FINANCIAL ADVISORY SERVICES – TECHNICAL PROPOSAL." The proposal must address, at a minimum, each of the issues set forth in this RFP in order to be considered responsive. The City may reject any proposal which does not respond to each issue in this RFP as non-responsive. Any technical proposal containing pricing information shall be rejected as non-responsive.

3. Proposers shall submit five (5) copies of their proposal to The City. The proposals must consist of both separate and sealed price and technical (non-price) information. Proposals shall provide all the information required in this RFP and the attached proposal forms, and may include additional information, such as narrative summaries, business brochures, letters of recommendation, etc.

4. Proposals must be signed as follows:

   a. If the proposer is an individual, by him/her personally;

   b. If the proposer is a partnership, by the name of the partners, followed by the signature of each general partner; and

   c. If the proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed. A copy of the corporate vote must also be submitted.

5. Proposers may correct, modify, or withdraw a proposal by sealed, written notice, clearly marked as a correction, modification, or withdrawal, and received at Chelsea City Hall at least 4 hours prior to the time and date for submission of the proposals.

6. No Security Deposit is required for this Proposal.

7. Proposals must be received by Chelsea City Hall, by 10:00am on Monday, July 11, 2016. **Proposals submitted after this time will be disqualified and returned to the proposer.**

8. No proposer may withdraw his/her proposal for a period of sixty (60) days after the date set for the opening thereof.

9. Proposals will not be opened publicly. Technical proposals shall be opened by the Chief Procurement Officer ("CPO") in the presence of one or more witnesses. The price

proposals shall be opened and evaluated by the CPO, or his delegate, and shall not be disclosed to individuals who are involved in the evaluation process of the technical proposals prior to the completion of the technical evaluation. The contents of the proposals shall remain confidential and shall not be disclosed to competing proposers until the completion of the evaluations, or until the time for acceptance specified in this RFP, whichever occurs earlier. At the opening of proposals, the CPO shall prepare a register of proposals which shall include the name of each proposer and the number of modifications, if any, received. The register of proposals shall be open for public inspection.

B. INTERVIEW

The City may, depending on the number and quality of proposals, elect to interview all of the proposers whose technical proposals meet the minimum criteria specified in this RFP. If The City elects to follow this procedure, the interviews will all follow the same pre-scripted format of questions to assure conformity in the interviewing process. The proposers will be ranked based on their interview performances. This ranking will be taken into account in the overall evaluation of candidates. The interview must include the project manager and may also include other individuals who will actually participate in the work.

V. TECHNICAL PROPOSALS – MINIMUM QUALIFICATION CRITERIA FOR RESPONSIVE PROPOSALS AND RESPONSIBLE PROPOSERS

Proposers must completely fill out and submit the Technical (Non-Price) Proposal Form that is shown as **Exhibit A** in this package, as well as provide any other information required by this RFP. The information supplied on this form must include:

1. Name of Proposer. Proposers must describe in detail the name and address of the proposer and the names and addresses of all partners, directors, or owners (if applicable).

2. Ownership Information. All persons with an ownership interest in the prospective vendor's business must be identified. Proposers must list every person or entity that will have a financial interest in the contract if awarded.

3. Qualifications and Experience.

    a. *Professional qualifications of proposer*. Proposer must be a Municipal Advisor registered with FINRA (Financial Industry Regulatory Authority) and with previous experience in issuing bonds for municipalities in Massachusetts.

    b. *Demonstrated experience of proposer and ability to complete projects on a timely basis*. The proposal shall address this criterion by referring to the specific work-tasks listed in this RFP and by submitting references and work experiences that support the demonstrated experience and ability.

4. Plan of Operations. Proposers must submit a detailed narrative statement describing the nature of their planned approach to providing financial advisory services to The City. Such Plan should address all matters listed on the Scope of Services, attached as **Exhibit B**.

5. Other Information. Proposers are encouraged to provide additional information, such as narrative summaries, business brochures and letters of recommendation as part of their proposals if such information would assist The City in evaluating their proposals.

Proposers shall comply with all provisions and requirements contained within this RFP, and shall submit their proposals to the required address on or before the deadline date as established in this RFP.

VI. TECHNICAL PROPOSALS – COMPARATIVE EVALUATION CRITERIA

The technical (non-price) proposal evaluation team ("Financial Advisory Services Committee"), consisting of The City Procurement Officer; the City Treasurer; and the Assistant Treasurer-Collector will consider the comparative evaluation criteria set forth in the "Technical Comparative Evaluation Form" attached to this RFP as **Exhibit D.**

Each member of the evaluation team shall evaluate each of the technical proposals in all of the subcategories set forth in **Exhibit D**. The following criteria will be used to measure the merits of each proposal:

- ***Highly Advantageous***
- ***Advantageous***
- ***Not Advantageous***
- ***Unacceptable***

See **Exhibit D** for how these rankings will be applied to the Comparative Evaluation Criteria.

Each proposal will be evaluated in comparison with the Comparative Evaluation Criteria set out in **Exhibit D** and ranked within each of the subcategories. The rankings from each subcategory will then be considered to achieve the proposal's overall ranking for the technical (non-price) proposal. The evaluation team may identify changes to a proposer's plan of service to be negotiated prior to award of the contract. It is the responsibility of each proposer to provide in its Technical Proposal sufficient information to allow for full evaluation of its proposal.

VII. CERTIFICATION OF NON-COLLUSION AND TAX COMPLIANCE

A "Certification of Non-Collusion" and "Certificate of Tax Compliance" must be signed and included with the proposal. These forms are included in this RFP.

VIII. AWARD OF THE CONTRACT

The CPO shall make the contract award to the party submitting the most advantageous proposal, taking into consideration the technical evaluations and price proposal. The City expressly reserves the right to make an award to a party other than the one submitting the lowest price proposal. The City also reserves the right to reject all proposals and make no award, if it is deemed in The City's best interest to do so.

The City of Chelsea is an affirmative action/equal opportunity employer.

The CPO expects to give notice of the contract award on or before July 15, 2016.

IX. EXECUTION OF CONTRACT

Enclosed is a Draft Contract document. The City expects to execute with the selected vendor, within thirty (30) days of the Notice of Award. The final provisions of the contract shall be in substantial accordance with the provisions of the Draft Contract. Proposers must include with the proposal specific references to those portions of the Draft Contract that they wish to modify if their proposal is selected.

In the event that The City and the first ranked proposer are unable to finalize negotiations via a fully executed contract agreement within thirty (30) days of the Notice of Award, The City may terminate its negotiations with that proposer and proceed to enter into negotiations with the next ranked proposer.

X. ADDENDA AND INTERPRETATIONS

Proposers who have any questions concerning the requirements of the Request for Proposals should address those questions in writing to:

Robert Boulrice, City Treasurer
Chelsea City Hall
500 Broadway
Chelsea, MA 02150

The City is not responsible for oral information. Revisions and any supplementary information to the Request for Proposals shall only be effective if The City issues an addendum.

Responder Information Form
Financial Advisory Services
(To be first page of Response)

Name of Company:

Address:

Telephone #:

Fax #:

Email Contact:

Is the Company a: Corporation ____

Partnership ____

Sole Proprietorship____

Publicly Held ____

Privately Held ____

Names and address of the Principals, Owners, Directors, Officers:

_____
_____
_____

_____
Signature of authorizing party

CITY OF CHELSEA

REQUIRED RESPONSE SUBMITTAL FORM

CERTIFICATE OF NON-COLLUSION

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

Signature Date

_____ _____

_____

Name (Please Print) Title

_____

Company

_____

Address

_____

Contact Number

CITY OF CHELSEA

REQUIRED RESPONSE SUBMITTAL FORM

STATEMENT OF CORPORATE AUTHORITY

REQUIRED (IF CORPORATION) IF A CORPORATION, COMPLTE BELOW OR ATTACH TO EACH SIGNED COPYOF THE BID A NOTORIZED COPY OF VOTE OF CORPORATION AUTHORIZING THE SIGNATORY TO SIGN THIS CONTRACT. IF ATTESTING CLERK IS THE SAME PERSON AS THE INDIVIDUAL EXECUTING THIS CONTRACT, HAVE SIGNATURE NOTORIZED ABOVE.

At a duly authorized meeting of the Board of Directors of_____ held
on_____ Name of Corporation Date

at which time all voted that_____
Name Officer

of this Company, be and hereby is authorized to execute contracts and bonds in the name and behalf of said Company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this Company's name on its behalf by such person _____under seal of the
Company, shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: _____
Clerk

PLACE OF BUSINESS: _____
_____

DATE OF THIS CONTRACT: _____

I hereby certify that I am the Clerk of the _____

_____and that_____ is

duly elected _____of said Company, and that
the above vote has not been amended or rescinded and remains in
full force and effect as of the date of this contract.

_____
(Clerk's Signature)

(CORPORATE SEAL)

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared
_____, proved to me through satisfactory evidence of identification, which
were_____
to be the person whose name is signed on the preceding or attached document in my presence.

_____
Notary Public

My Commission Expires:

CITY OF CHELSEA

REQUIRED RESPONSE SUBMITTAL FORM

WAGE THEFT CERTIFICATION

Pursuant to M.G.L. c. 149, M.G.L. c. 151, I certify under penalties of perjury that, neither this Company nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of M.G.L. c. 149, M.G.L. c. 151, the Fair
Labor Standards Act or any other state or federal laws regulating the payment of wages within three (3) years prior to the date of the Contract.

Or I certify that this Company has provided copies of any and all of the above to the
City prior to the date of the Contract and any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the
City within five (5) days of the Contractor's receipt.

_____

Signature

_____

Social Security or Federal ID No.

_____

Date

BIDDERS/RESPONDENTS MUST SUBMIT THIS FORM FULY COMPLETED

CITY OF CHELSEA

REQUIRED RESPONSE SUBMITTAL FORM

REFERENCE FORM

Responder: _____

Title of Project: **Financial Advisory Services**

Responder must provide references for:
All contracts performed within the past five years of similar size and scope to this contract

- Reference: _____
- Address: _____
- Contact: _____
- Phone: _____
- Fax: _____
- Description and date(s) of services provided:

- Reference: _____
- Address: _____
- Contact: _____
- Phone: _____
- Fax: _____
- Description and date(s) of services provided:

- Reference: _____
- Address: _____
- Contact: _____
- Phone: _____
- Fax: _____
- Description and date(s) of services provided:

EXHIBIT A

PRICE PROPOSAL EXPLANATION

Request for Proposals for Financial Advisory Services

The PRICE PROPOSAL FORM must be submitted in a separate sealed envelope, separate from the Technical Proposal Form. The City of Chelsea is seeking proposals based upon the following project(s):

Please describe your fee schedule for each item below:

Please state base fee plus amount per thousand of par, plus expenses and if applicable minimum fee for General Obligation Bonds and Notes.

Financial Advisory Services for Municipal Bonds – General Obligation Bonds
Financial Advisory Services for Municipal Bonds – General Obligation Notes
Refunding Bonds
Financial Advisory Services MWPAT Loans
Financial Advisory Services for Municipal State House Loan Notes
Continuing Disclosure

DATE:_____

BY: _____
Name of person signing bid or proposal

SEAL if proposer is by corporation

Name of business

Address
City State Zip
Telephone

EXHIBIT B
City of Chelsea
Financial Advisory Services
Scope of Services

The scope of services to be provided under this contract are all those professional services customarily provided by a financial advisor to a municipality and shall include, but not limited to, verbal or written recommendations regarding the following:

1. Provide advice to municipal officials with respect to market conditions, borrowing options and analysis to determine financial impact of the bonds on the community.
2. Assist the City in preparing and presenting timely and adequate information on proposed financing and the finances and operations of the City to bond rating agencies to obtain the most favorable rating. Also provide assistance to the City in its ongoing relationships with the rating agencies.
3. Assist with preparation of proper legal language used to authorize debt and coordinate efforts with Bond Counsel to satisfy legal requirements.
4. Assist with preparation of the Official Statement, Notice of Sale and bid documents.
5. Advise the City as to the amount, term of repayment, date of sale and maturities of the bond issue.
6. Coordinate the distribution of the disclosure document.
7. Coordinate the bond sale with bond counsel, municipal officials, a rating agency (when rated), bond insurance companies (when necessary) and prospective purchasers.
8. Advertise the sale in appropriate publications.
9. Verify bids received and analyze the bond sale results.
10. Coordinate the printing, signing and delivery of the bonds.
11. Provide advice to the City on the investment of bond proceeds, and structuring investments to allow maximum arbitrage.
12. Assist the City in obtaining all registrar and transfer agent services including the issuance of bonds, the maintenance and posting of registered holder accounts, handling transfers, exchanges, conversions, redemptions and handling lost, stolen or destroyed securities.
13. Assist the City in closing and delivery of debt issues. Verify the amount, including accrued interest, to be delivered at closing, provide debt service schedules, and assist the City in filing necessary IRS documents.
14. Keep the City informed of any innovative methods of financing capital projects and make recommendations for changes, when appropriate.
15. Meet with the City's Finance Team as requested, to review the City's capital improvement program and debt to be issued.
16. Assist the City in complying with continuing disclosure to the SEC and various securities information repositories.

Responses should include the philosophy of the firm and the personnel who will be the primary contact. Responses should identify experience in dealing with Massachusetts municipalities and their financing needs.

EXHIBIT C

TECHNICAL (NON-PRICE) PROPOSAL

Financial Advisory Services Proposal

The Proposer's submission must be arranged in the following format:

1. Name of Proposer.

2. Ownership Information.

3. Qualifications and Experience.

4. Plan of Operations.

5. Other Information.

EXHIBIT D

TECHNICAL COMPARATIVE EVALUATION FORM
(To be completed by each member of the evaluation team for each proposal)

Proposer: _____ Evaluator: _____

Directions to Evaluator: This form is to be completed by each evaluator for each proposal. Please review all proposals submitted before completing this form for each, so that you will be better able to perform a relative evaluation of each. Consider the following aspects/features of the proposal and rate its relative comparison to the same aspects/features of the other proposals. Please circle either "*Highly Advantageous*," "*Advantageous*," or "*Not Advantageous*," for each of the subcategories. Once this initial determination has been made for each proposer, give each proposer a ranking for that subcategory as compared with the other proposers. The ranking from each subcategory will then be considered for each proposer to determine the proposer's overall ranking. The highest ranked proposal will be considered the most advantageous technical proposal.

1. Professional Qualifications/Experience

a. Level of experience in providing municipal financial advisory services:

Highly Advantageous: The proposer has ten (10) or more years of experience providing municipal financial advisory services.

Advantageous: The proposer has eight (8) or more years of providing municipal financial advisory services.

Not Advantageous: The proposer has less than (8) or more years of experience providing municipal financial advisory services.

Unacceptable: No relevant experience.

b. Level of familiarity with municipal financial issues in Massachusetts:

Highly Advantageous: Involved with more than fifteen (15) Massachusetts municipal clients.

Advantageous: Involved with more than ten (10) but less than fifteen (15) Massachusetts municipal clients.

Not Advantageous: Involved with less than ten (10) Massachusetts municipal clients.
Unacceptable: No relevant experience with Massachusetts municipal clients.

c. Demonstrated experience regarding specific work-tasks outlined in this RFP:

Highly Advantageous: Involved with several clients of similar size and scope to this project.

Advantageous: Involved only a few clients of similar size and scope to this project.

Not Advantageous: Not involved with any clients of similar size and scope to this project.

Unacceptable: No relevant experience.

d. Demonstrated ability to complete projects on a timely basis:

Highly Advantageous: All of the proposer's references and work experiences indicate that their municipal financial advisory services were completed on schedule or with minimal, insignificant delays.

Advantageous: Only one of the proposer's references indicates that their municipal financial advisory services were completed with substantial delays attributable to the proposer, and no current project or project completed in the last three years experienced substantial delays attributable to the proposer.

Not Advantageous: Two of the proposer's references indicate that their municipal financial advisory services were completed with substantial delays attributable to the proposer, and no current project or project completed in the last year experienced substantial delays attributable to the proposer.

Unacceptable: More than two reference cited substantial delays.

Overall Rank for Qualifications/Experience: _____

2. <u>References</u>

a. Evaluator's degree of satisfaction with the proposer's references:

Highly Advantageous: All of the proposer's references indicate that their services were completed to their satisfaction, on time, proposer was professional and responsive to requests of the employing entity and reference would use proposer again on another project.

Advantageous: Only one of the proposer's references indicates that their services were not completed to their satisfaction.

Not Advantageous: Two of the proposer's references indicated that their services were not completed to their satisfaction.

Unacceptable: More than two references indicated that their services were not completed to their satisfaction.

Overall Rank for References: _____

3. <u>Plan of Operations</u>

a. Plan for providing financial advisory services:

Highly Advantageous: The proposal demonstrates superior understanding of The City's needs, contains a clear and comprehensive plan that addresses all of the project objectives stated in the Request for Proposals, staffing appears adequate and indicates all necessary is available for the project.

Advantageous: The proposal contains a clear and comprehensive plan that addresses most of The City's objectives stated in the Request for Proposals.

Not Advantageous: The proposal does not contain a clear and comprehensive plan that addresses most of The City's objectives stated in the Request for Proposals.

Overall Rank for Plan of Operations: _____

OVERALL RANK FOR TECHNICAL PROPOSAL: _____

Notes/Comments:

_____

_____

_____

_____

CITY OF CHELSEA
CONTRACT FOR SERVICES
over $10,000

This agreement (the "Agreement") is made and entered into by and between the City of Chelsea (hereinafter the CITY), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and

[NAME]
[ADDRESS]
(hereinafter the CONTRACTOR)

For mutual consideration the Parties hereby agree as follows:

ARTICLE 1. DEFINITION.
This CONTRACT as used herein shall consist of this Agreement, and the "contract documents" which include but are not limited to the following identified items and all documents, and forms submitted therewith, or attached hereby.

☐ Attachment A: Scope of Services, and/or other bid package materials
☐ Attachment B: Additional Contract Terms and Conditions
☐ Attachment C: Certificate of Non-Collusion, Tax Compliance Certification, Statement of Corporate Authority
☐ Attachment D: Summaries of Laws Regarding State Ethics - Acknowledgment of Receipt
☐ Addenda through #

ARTICLE II. AMOUNT AND TERM.
Pursuant to the terms and conditions stated in the Contract, this CITY agrees to pay an amount not to exceed $_____, and the Contractor agrees to perform the services detailed in the Contract. The Contract shall commence on or about _____ (the "Commencing Date") unless earlier terminated pursuant to Article IV, Termination and shall terminate no later than _____, unless a written amendment to renew or extend this contract is executed in accordance with the provisions of this CONTRACT.

ARTICLE III. PERFORMANCE.
The Contractor agrees to provide all goods and/or services set forth in the Invitation for Bid/Request for Proposal Documents, Scope of Service, the Contractor's proposal for "_____", and/or as outlined in ATTACHMENT A - SCOPE OF SERVICES.

ARTICLE IV. TERMINATION.
i) Without Cause. The CITY may terminate this CONTRACT on sixty (60) calendar days notice, or may suspend this CONTRACT for up to sixty (60) calendar days upon receipt of notice, when in the best interests of the CITY, by providing notice to the CONTRACTOR, which shall be in writing and shall be deemed delivered and received when given in person to the CONTRACTOR, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CONTRACTOR.

ii) For Cause. If the CONTRACTOR is determined by the CITY to be in default of any term or condition of CONTRACT, the CITY may terminate this contract on thirty (30) days notice by providing notice to the CONTRACTOR, which shall be in writing and shall be deemed delivered and received when given in person to the CONTRACTOR, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CONTRACTOR. If the CITY is determined by the CONTRACTOR to be in default of any term or condition of this CONTRACT the CONTRACTOR may terminate this contract on thirty (30) days notice by providing notice to the CITY, which shall

be in writing and shall be deemed delivered and received when given in person to the CITY, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the CITY.

iii) Default. Events of default under this CONTRACT shall include, but are not limited to the following: a) any material misrepresentation made by the CONTRACTOR to the CITY, b) any failure to perform any of its obligations under this CONTRACT including, but not limited to the following: (i) failure to commence performance of this CONTRACT at the time specified in this CONTRACT due to a reason or circumstance within the CONTRACTOR'S reasonable control, (ii) failure to perform this CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of this CONTRACT within the specified time due to a reason or circumstance within the CONTRACTOR'S reasonable control, (iii) failure to perform this CONTRACT in a manner reasonably satisfactory to the CITY, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the CITY as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the CONTRACTOR'S reasonable control, (vi) failure to comply with a material term of this CONTRACT, including, but not limited to, the provision of insurance or failure to comply with nondiscrimination provisions, and (vii) any other acts specifically and expressly stated in this CONTRACT as constituting a basis for termination of this CONTRACT, and (viii) failure to comply with any and all requirements of state law, and/or regulations, and City ordinances, and/or regulations.

ARTICLE V. REMEDIES OF THE CITY.

The City hereby retains all remedies in law and equity, including but not limited to, the right to deduct the cost of any substitute contract or performance for expenses, losses, and all damages and the right to withhold from payment, any amounts for expenses, losses, and damages from sums due, or which become due.

ARTICLE VI. REMEDIES OF THE CONTRACTOR.

If the Contractor, due to any act or omission for which the City is legally responsible, sustains damages, other than loss, non-conformance, or non performance, the Contractor may request, within 30 days of the alleged act or omission from the City, a sum equal to the amount of such damages sustained by the Contractor, which amount may be determined by the City in writing, at the City 's sole discretion, provided that the Contractor has provided to all signatories of this Agreement, a detailed, written statement of such damages and cause thereof within said 30 day period.

ARTICLE VII. ASSIGNABILITY.

The CONTRACTOR shall not assign, subcontract or in any way transfer any interest, rights or obligations in this CONTRACT without the prior written consent of the City Manager. In the event of such assignment the CITY reserves the right to deal with any assignee subcontractor or transferee directly and the CONTRACTOR agrees to remain bound by all terms and conditions of this CONTRACT in accordance with its original tenor and in no way shall the CONTRACTOR be relieved of its responsibilities and obligations under this CONTRACT. The provisions of this CONTRACT shall be binding upon, and shall inure to the benefit of, the successors and assigns of the CONTRACTOR and any public body or bodies succeeding the interests of the CITY.

ARTICLE VIII. INDEMNIFICATION.

The CONTRACTOR shall assume the defense, indemnify and hold harmless the CITY, the CITY'S agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against them by reason of acts, in actions, omissions, negligence, reckless or intentional misconduct of the said CONTRACTOR, its agent(s), officers, employees, or subcontractors; in the execution of the work or in guarding the same. Unless otherwise provided by law, the CITY may elect, at its sole discretion, to indemnify the CONTRACTOR for claims arising in tort if it is determined that the CONTRACTOR performed its obligations under this CONTRACT pursuant to the direct supervision and control of the CITY or its designated agent(s).

ARTICLE IX. WORKER'S COMPENSATION AND OTHER INSURANCE.

The CONTRACTOR shall provide insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the CONTRACTOR who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this contract shall be deemed a material breach of this contract, shall operate as an immediate termination thereof, and CONTRACTOR shall indemnify the CITY for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the CITY evidence of such insurance prior to the execution of this contract and before the same shall be binding on the parties thereto, except if specifically waived in Attachment B.

Prior to commencement of any work and until completion of its work under this CONTRACT, the CONTRACTOR shall maintain the following insurance coverage, at its cost, from insurance acceptable to the CITY, giving evidence of such coverage to the CITY prior to execution of this CONTRACT, a copy of such insurance coverage to be attached herewith:

1. Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired automobiles in connection with its operations with a combined single limit of $1,000,000. The comprehensive Automobile Liability insurance may be provided through primary and excess or umbrella insurance policies.

2. CONTRACTOR'S Equipment Coverage (or a certification of self-insurance satisfactory to the CITY) must be provided on an "All Risks" basis, covering physical damage to all tools and equipment, including automotive equipment owned, rented, or used by the CONTRACTOR.

3. Commercial General Liability Insurance coverage which may be provided through primary and excess or umbrella liability policies for limits of $1,000,000 general aggregate, and $500,000 per occurrence.

All required insurance must be endorsed to name the CITY as Additional Insured. All required insurance shall be endorsed to waive the insurer's rights of subrogation against the City. All policies and certificates of insurance must contain language that the insurance shall not be canceled, materially changed or non-renewed without at least thirty (30) days advance written notice to the CITY. The CONTRACTOR under this CONTRACT shall not allow its subcontractors to begin work until similar insurance has been so obtained and certificates of insurance approved by the CONTRACTOR.

ARTICLE X. CORPORATE CONTRACTOR.

If CONTRACTOR is a corporation, CONTRACTOR shall endorse the Certificate of Corporate Authority for the CONTRACTORS' signatory (Exhibit C), or shall otherwise provide a form similar in nature and substance acceptable to the CITY at the City's sole discretion.

If CONTRACTOR is a non-profit corporation, CONTRACTOR shall provide satisfactory proof of present status as a non-profit corporation. Such proof shall be in the form of a certification from the Massachusetts Secretary of State's office and/or from the Internal Revenue Service and shall provide the Federal Tax Identification Number of the non-profit corporation. This CONTRACT shall not be enforceable against the CITY unless and until the CONTRACTOR complies with this Article. Failure to inform the CITY in writing of revocation, or other loss of non-profit status shall be deemed a material breach of this contract and operate as an immediate termination thereof.

ARTICLE XI. SUBJECT TO APPROPRIATION.

The obligations of the CITY under this CONTRACT shall be subject to appropriation. In the absence of appropriation this CONTRACT shall be immediately terminated without liability for damages, penalties, or other charges.

In the event any portion of this Agreement is to be funded with alternate funding including but not limited to state, local, federal or private grant funding. In the requisite circumstances, the obligations of the CITY under this CONTRACT shall be subject to the formal award of such state, local, federal or private grant.

ARTICLE XII. DOCUMENTS, MATERIALS, ETC.

Any materials, reports, information, data, etc. given to or prepared or assembled by the CONTRACTOR under this CONTRACT are to be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR (except agents, servants, or employees of the CONTRACTOR) without the prior written approval of the CITY. The CONTRATOR understands that he/she/it may acquire or have access to "personal data" otherwise kept by the CITY. The CONTRACTOR shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this CONTRACT shall not be subject to copyright, except by the CITY, in the United States or any other country. The CITY shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize other to use, in whole or in part, any reports, data or other materials prepared under this CONTRACT.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the CITY shall vest in the CITY at the termination of this CONTRACT. The CONTRACTOR shall at all times, during or after termination of this CONTRACT, obtain the prior written approval of the CITY before making any statement bearing on the work performed or data collected under this CONTRACT to the press or issues any material for publication through any medium.

ARTICLE XIII. AUDIT, INSPECTION, RECORDKEEPING.

At any time during normal business hours, and as often as the CITY may deem it reasonably necessary, there shall be made available in the office of the CONTRACTOR for the purpose of audit, examination, and/or to make excerpts or transcripts, all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this agreement.

Further the CONTRACTOR agrees to make its work papers, records and other evidence of audit available to the CITY for a period of three years after final payment under his CONTRACT. The CITY shall be entitled to reproduce any or all such documents at its own expense, for which provision shall be made at such time.

ARTICLE XIV. WEEKLY PAYROLL RECORDS REPORT.

In accordance with Massachusetts General Law c. 149, s. 27B, a true and accurate record must be kept of all individuals employed on a public works construction project for which prevailing wage rates are applicable.

In addition, every contractor and subcontractor is required to submit, on a weekly basis, a copy of their weekly payroll records to the awarding authority. Once collected, the awarding authority is also required to preserve those records for three years.

ARTICLE XV. CONFLICT OF INTEREST.

i) CITY. No officer, member or employee of the CITY and no members of its governing body who exercise any function or responsibility in review or approval of the undertaking or carrying out of this CONTRACT shall participate in any decision relating to the CONTRACT which affects his/her personal interests or the interest of any corporation, partnership, or association in which he/she has a direct or indirect pecuniary interest. None of the services to be provided by the CONTRACTOR shall be used for any partisan political activity or further the election or defeat of any candidate for political office in the CITY. Compliance with this section shall be material to the CONTRACT.

ii) CONTRACTOR. CONTRACTOR agrees that his/her/its agents, servants, and employees have neither presently nor during the period of this CONTRACT any interest direct or indirect which would impair, detract, or conflict in any manner or degree with the performance of services required under this CONTRACT. The CONTRACTOR, his/her/its agents, servants and employees further stipulate that in the performance of this CONTRACT, no person having any such interest shall be employed. Conflicts of Interest include but are not limited to (a) immediate family relationships with officials of the CITY, (b) instances where the CONTRACTOR, his/her/its agents, servants or employees during the period of this CONTRACT was connected as an officer, employee or member of the governing body of the CITY, and (c) instances where the CONTRACTOR has an interest in any CITY department, its agents, servants or employees or parcels of land within the CITY. Compliance with this section shall be material to the CONTRACT. The CONTRACTOR, his/her/its agents, servants and employees must disclose any and all such interests in writing to the CITY.

ARTICLE XVI. PAYMENT.

The City agrees to make all reasonable efforts to pay to the CONTRACTOR the sum set forth any invoice which has been approved by the City Manager or his authorized designee within thirty (30) days of receipt of such invoice at the Office of the City Auditor. Each invoice shall detail the work completed.

Subject to pending statutory appeal rights, the City hereby reserves the right and the CONTRACTOR hereby agrees that the City may deduct from the sum(s) otherwise payable under this CONTRACT any outstanding taxes, fines, fees and/or other municipal charges prior to disbursement to the CONTRACTOR.

ARTICLE XVII. CONFLICT.

In the event there is a conflict between these Articles and Attachment A, Attachment A shall supersede these Articles.

ARTICLE XVIII. WAIVER AND AMENDMENT.

The provisions contained in this CONTRACT may be modified only by the express written consent of the Parties. Any amendments, must be made only by written amendment executed by all signatories to the original agreement, prior to the effective date of the amendment.

The failure of any party to insist on the strict performance of any term, covenant or condition to this CONTRACT, at anytime, or in any one or more instances, or its failure to take advantage of any of its rights, or any course of conduct or dealing, shall not be construed as a waiver or a relinquishment of any such rights or conditions at any future time and shall, in no way act, as a wavier by any party of a breach of another party or have any affect on the continuance of or the full force and affect of any or all of the provisions of this Contract. The waiver of any provisions must be in writing and executed by all signatories to this Agreement prior to the force and effect of any such waiver.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

ARTICLE XIX. CERTIFICATION.

IN WITNESS WHEREOF, THE CONTRACTOR CERTIFIES, UNDER THE PAINS AND PENALTIES OF PERJURY, THAT THE CONTRACTOR IS IN COMPLIANCE WITH EACH OF THE FOLLOWING:

a. TAXES. PURSUANT to M.G.L. c. 62C, s. 49A, the CONTRACTOR has filed all state tax returns and complied with all laws of the Commonwealth relating to taxes.

b. DEBARMENT. The CONTRACTOR is not currently debarred or suspended by the Commonwealth of Massachusetts, or any of its entities or subdivisions.

c. AMERICANS WITH DISABILITIES ACT. The CONTRACTOR is aware of the Americans with Disabilities Act which prohibits discrimination based upon disability and shall meet any relevant standards, and/or

conditions set out in the bid/proposal documents, bid/proposal specifications, and/or ATTACHMENT A - SCOPE OF SERVICES.

ARTICLE XX. FORUM AND CHOICE OF LAW

This CONTRACT and any performance herein shall be governed by and be construed in accordance with the laws of Commonwealth of Massachusetts, exclusive of its conflicts of law provisions. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. Each of the Parties hereto irrevocably consents to and waives any objection to the exercise of personal jurisdiction by the state and federal courts of the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any other legal rights of the parties.

ARTICLE XXI. TAXES

CONTRACTOR shall be solely responsible for the payment of any taxes, levies, betterments or assessments, fees or charges, whether in existence on the date hereof or becoming applicable pursuant to this Contract, which may be assessed against the CONTRACTOR or the CITY which are directly attributable to CONTRACTOR'S activities under this CONTRACT (the "Taxes"). CONTRACTOR shall pay all Taxes directly to the taxing authority before delinquency and before any fine, interest or penalty shall become due or be imposed by operation of law for their nonpayment.

ARTICLE XXII. NOTICES

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof (hereinafter "Notice"), shall be in writing and shall be deemed to have been properly given when delivered in hand or deposited in registered or certified United States mail, postage prepaid, return receipt requested, addressed, as described herein or when delivered by messenger or overnight mail service to the correct addressee. Unless otherwise specified, Notice shall be deemed received when actually received or when the proffered Notice has been refused by the Addressee. The signature of an employee, servant or agent of the Addressee shall be determinative on the issue of actual receipt.

All notices shall be sent to the persons and addresses listed below. CONTRACTOR and the CITY shall, at any time and from time to time, have the right to specify as their proper addresses for purposes of this CONTRACT any other address or addresses giving fifteen (15) days' written notice thereof to the other party.

All Notices shall be forwarded to:

FOR THE CITY
Thomas G. Ambrosino, City Manager
500 Broadway
City Hall
Chelsea, MA 02150

With a Copy to:
Cheryl Watson Fisher
City Solicitor
Law Department, Room 307
500 Broadway
Chelsea, MA 02150

FOR THE CONTRACTOR:
[NAME]
[ADDRESS]

ARTICLE XXIII. CONSIDERATION

The Parties mutually agree to enter into this CONTRACT for good and valuable consideration.

ARTICLE XXIV. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

The CONTRACTOR represents and warrants (i) the CONTRACTOR has all requisite corporate power and authority to enter into this CONTRACT and to perform the obligations of the CONTRACTOR; (ii) that this CONTRACT has been duly and validly authorized, executed and delivered by the CONTRACTOR; (iii) the execution and delivery of this CONTRACT does not violate or conflict with any other agreement, license or obligation; (iv) the CONTRACTOR is duly organized, legal and validly existing and in good standing in the Commonwealth of Massachusetts; (v) that the CONTRACTOR is duly qualified and authorized to do business in the Commonwealth of Massachusetts; (vi) the CONTRACTOR is in compliance and is current with any payments under all federal, state and local tax laws; (vii) the CONTRACTOR will obtain any and all permits which may be necessary to perform the obligations of this CONTRACT; (viii) the CONTRACTOR will timely perform its obligations required by this CONTRACT.

ARTICLE XXV. THIRD PARTY BENEFICIARIES

This CONTRACT shall not be construed to create any third party beneficiary rights in favor of any other parties or any right or privilege for the benefit of any other parties.

ARTICLE XXVI. ENTIRE CONTRACT

This CONTRACT constitutes the entire Agreement of the parties hereto with respect to the subject matter hereof, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties hereto with respect to the subject matter hereof not embodied herein shall be of any force or effect.

ARTICLE XXVII. LIABILITY OF MUNICIPALITY

The CITY shall not be liable to CONTRACTOR for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits unless expressly specified herein.

ARTICLE XXVIII. HEADINGS

Heading used in this Agreement are for convenience of reference only and shall not be construed as altering the meaning of this CONTRACT or any of its provisions.

ARTICLE XXIX. DAYS

Any reference to "days" in this CONTRACT, shall be deemed to mean business days (Monday through Friday, excluding generally recognized holidays) except where specific reference is made to calendar days.

ARTICLE XXX. SURVIVAL

The parties agree that the provisions of ARTICLE II – AMOUNT AND TERM; ARTICLE III – PERFORMANCE; ARTICLE V- REMEDIES OF THE CITY; ARTICLE VI- REMEDIES OF THE CONTRACTOR. ARTICLE VII – ASSIGNABILITY; ARTICLE VIII – INDEMNIFICATION; ARTICLE IX- WORKER'S COMPENSATION AND OTHER INSURANCE; ARTICLE XI-SUBJECT TO APPROPRIATION; ARTICLE XII – DOCUMENTS, MATERIALS, ETC; ARTICLE XIII – AUDIT, INSPECTION, RECORDKEEPING; ARTICLE XIV- WEEKLY PAYROLL RECORDS REPORT; ARTICLE XVI – PAYMENT; ARTICLE XVIII – WAIVER AND AMENDMENT; ARTICLE XIX – CERTIFICATION; ARTICLE XX- FORUM AND CHOICE OF LAW; ARTICLE XXI – TAXES; ARTICLE XXIV- REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR; ARTICLE XXVII- LIABILITY OF THE MUNICIPALITY; ARTICLE XXX – SURVIVAL; and ARTICLE XXXI - SEVERABILITY shall survive the expiration or any earlier termination of this CONTRACT.

ARTICLE XXXI. SEVERABILITY

If any provision of this CONTRACT is held to be illegal, invalid or unenforceable, the remaining terms shall not be affected and shall remain in full force and effect. The Agreement shall be interpreted as if the illegal, invalid or unenforceable provision had not been included in it and the invalid or unenforceable provision shall be stricken and shall be replaced by a mutually acceptable provision which being valid and enforceable comes closest to the intention of the parties with respect to the invalid or unenforceable provision.

ARTICLE XXXII. ADVICE AND COUNSEL
The CONTRACTOR hereby acknowledges and agrees that CONTRACTOR has read this Agreement in its entirety and that CONTRACTOR has had the opportunity to consult legal and financial advisors of their choosing regarding the execution, delivery and performance of their obligations, hereunder.

ARTICLE XXXIII. COUNTERPARTS
This CONTRACT may be executed in counterpart.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF the parties have hereto and to three other identical instruments set forth their hands the day and year first above written.

THE CONTRACTOR

_____
Company Name

_____
Status (Corporation/Non-corporate)

_____
Signature & Title

_____
Please Print Name & Title

_____
Date

_____
Taxpayer Identification Number

CITY MANAGER

_____
Thomas G. Ambrosino

_____
Dylan Cook
Procurement Officer

APPROVED AS TO FORM:

_____
Cheryl Watson Fisher
City Solicitor

Approved as to Contract Manager:

_____
Department Head Name
Department Name
City of Chelsea

I CERTIFY THAT FUNDS HAVE BEEN ENCUMBERED IN THE AMOUNT OF $_____ FOR THIS CONTRACT
Appropriation Number:
_____

_____
Edward M. Dunn
City Auditor

ATTACHMENT A

SCOPE OF SERVICES

INSTRUCTIONS FOR DEPARTMENT AND CONTRACTOR: Please attach for reference purposes a copy of all bid/proposal documents, including but not limited to (i) invitations/instructions for bidders (ii) invitation/instructions for proposers, (iii) general and specific conditions, and please provide a detailed description of all types of goods and/or services that will be provided pursuant to this CONTRACT, not otherwise provided in any bid/proposal instructions, specifications, conditions or other documents.

ATTACHMENT B

ADDITIONAL CONTRACT TERMS AND CONDITIONS

INSTRUCTIONS FOR DEPARTMENTS: Please specify any additions or modifications to the terms and conditions (not to conflict with the public procurement laws or City ordinances or regulations):

ATTACHMENT C

CERTIFICATE OF NON-COLLUSION

TAX COMPLIANCE CERTIFICATION

STATEMENT OF CORPORATE AUTHORITY

CERTIFICATE OF NON-COLLUSION
MANDATORY

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.

Dated:_____ _____

Name of Company or Corporation

_____

Authorized Official's Signature

BIDDERS/RESPONDENTS MUST SUBMIT THIS FORM FULLY COMPLETED.

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, Section 49A, I certify under penalties of perjury that I, to my best knowledge and belief, have filed all Massachusetts tax returns and paid all Massachusetts taxes required under law, as well as paid all contributions and payments in lieu of contributions pursuant to M.G.L., c. 151A, Section 19A(b).

I further certify that I have complied with all federal, state and local laws relating to taxes, including but not limited to the withholding and reporting of any income taxes for employees and contractors, and the withholding and remittance of child support.

_____
Signature

_____
Social Security or Federal ID No.

_____
Date

BIDDERS/RESPONDENTS MUST SUBMIT THIS FORM FULLY COMPLETED.

STATEMENT OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of _____

held on _____at which time all voted that_____

of this Company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said Company, and affix its Corporate seal thereto, and such execution of any contract

of obligation in this Company's name on its behalf by such person_____ under seal of the Company, shall be valid and binding upon this Company.

A TRUE COPY,
ATTEST: _____

PLACE OF BUSINESS:

_____

_____

DATE OF THIS CONTRACT:

_____

I hereby certify that I am Clerk of _____ and that

_____is duly elected _____

of said Company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

_____
(Clerk's Signature)

(CORPORATE SEAL)

ATTACHMENT D

City of Chelsea
Conflict of Interest Law
Compliance Statement and Requirements for Vendors

On July 1, 2009, the Legislature enacted Chapter 28 of the Acts of 2009 which made changes to Mass. General Laws c. 268A and c. 268B, the Massachusetts' Conflict of Interest Law. On November 9, 2009, the Chelsea City Council designated the Chelsea City Solicitor as the Municipal Liaison to the State Ethics Commission and responsible for the facilitation of Chelsea's obligation to comply with the changes in the law.

The City has a requirement for compliance, which is to make sure that all municipal elected officials, board and commission members, and employees **including vendors** are provided copies of the Summaries of the Ethics Laws.

Enclosed is a packet that should be copied and provide to each one of your employees who are assigned to work in Chelsea; including yourself. At the end of the summary is an acknowledgement of receipt of the summary. The acknowledgments must be submitted along with any purchase order or contract with the City of Chelsea. All documents pursuant to this new law will be kept on file in the City Clerk's Office

The Procurement Officer will contact you directly, if there is a determination that you or your staff should undergo the Conflict of Interest Online Training Program.

If you have any questions, feel free to contact the Chelsea City Solicitor at 617-466-4150 as soon as possible.

Summary of the Conflict of Interest Law for Municipal Employees

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This summary of the conflict of interest law, General Laws chapter 268A, is intended to help municipal employees understand how that law applies to them. This summary is not a substitute for legal advice, nor does it mention every aspect of the law that may apply in a particular situation. Municipal employees can obtain free confidential advice about the conflict of interest law from the Commission's Legal Division at our website, phone number, and address above. Municipal counsel may also provide advice.

The conflict of interest law seeks to prevent conflicts between private interests and public duties, foster integrity in public service, and promote the public's trust and confidence in that service by placing restrictions on what municipal employees may do on the job, after hours, and after leaving public service, as described below. The sections referenced below are sections of G.L. c. 268A.

When the Commission determines that the conflict of interest law has been violated, it can impose a civil penalty of up to $10,000 ($25,000 for bribery cases) for each violation. In addition, the Commission can order the violator to repay any economic advantage he gained by the violation, and to make restitution to injured third parties. Violations of the conflict of interest law can also be prosecuted criminally.

I. Are you a municipal employee for conflict of interest law purposes?

You do not have to be a full-time, paid municipal employee to be considered a municipal employee for conflict of interest purposes. Anyone performing services for a city or town or holding a municipal position, whether paid or unpaid, including full- and part-time municipal employees, elected officials, volunteers, and consultants, is a municipal employee under the conflict of interest law. An employee of a private firm can also be a municipal employee, if the private firm has a contract with the city or town and the employee is a "key employee" under the contract, meaning the town has specifically contracted for her services. The law also covers private parties who engage in impermissible dealings with municipal employees, such as offering bribes or illegal gifts.

II. On-the-job restrictions.

(a) Bribes. Asking for and taking bribes is prohibited. (See Section 2)

A bribe is anything of value corruptly received by a municipal employee in exchange for the employee being influenced in his official actions. Giving, offering, receiving, or asking for a bribe is illegal.

Bribes are more serious than illegal gifts because they involve corrupt intent. In other words, the municipal employee intends to sell his office by agreeing to do or not do some official act, and the giver intends to influence him to do so. Bribes of any value are illegal.

(b) Gifts and gratuities. Asking for or accepting a gift because of your official position, or because of something you can do or have done in your official position, is prohibited. (See Sections 3, 23(b)(2), and 26)

Municipal employees may not accept gifts and gratuities valued at $50 or more given to influence their official actions or because of their official position. Accepting a gift intended to reward past official action or to bring about future official action is illegal, as is giving such gifts. Accepting a gift given to you because of the municipal position you hold is also illegal. Meals, entertainment event tickets, golf, gift baskets, and payment of travel

expenses can all be illegal gifts if given in connection with official action or position, as can anything worth $50 or more. A number of smaller gifts together worth $50 or more may also violate these sections.

Example of violation : A town administrator accepts reduced rental payments from developers.

Example of violation : A developer offers a ski trip to a school district employee who oversees the developer's work for the school district.

Regulatory exemptions . There are situations in which a municipal employee's receipt of a gift does not present a genuine risk of a conflict of interest, and may in fact advance the public interest. The Commission has created exemptions permitting giving and receiving gifts in these situations. One commonly used exemption permits municipal employees to accept payment of travel-related expenses when doing so advances a public purpose. Another commonly used exemption permits municipal employees to accept payment of costs involved in attendance at educational and training programs. Other exemptions are listed on the Commission's website.

Example where there is no violation : A fire truck manufacturer offers to pay the travel expenses of a fire chief to a trade show where the chief can examine various kinds of fire-fighting equipment that the town may purchase. The chief fills out a disclosure form and obtains prior approval from his appointing authority.

Example where there is no violation : A town treasurer attends a two-day annual school featuring multiple substantive seminars on issues relevant to treasurers. The annual school is paid for in part by banks that do business with town treasurers. The treasurer is only required to make a disclosure if one of the sponsoring banks has official business before her in the six months before or after the annual school.

(c) Misuse of position. Using your official position to get something you are not entitled to, or to get someone else something they are not entitled to, is prohibited. Causing someone else to do these things is also prohibited. (See Sections 23(b)(2) and 26)

A municipal employee may not use her official position to get something worth $50 or more that would not be properly available to other similarly situated individuals. Similarly, a municipal employee may not use her official position to get something worth $50 or more for someone else that would not be properly available to other similarly situated individuals. Causing someone else to do these things is also prohibited.

Example of violation : A full-time town employee writes a novel on work time, using her office computer, and directing her secretary to proofread the draft.

Example of violation : A city councilor directs subordinates to drive the councilor's wife to and from the grocery store.

Example of violation : A mayor avoids a speeding ticket by asking the police officer who stops him, "Do you know who I am?" and showing his municipal I.D.

(d) Self-dealing and nepotism. Participating as a municipal employee in a matter in which you, your

immediate family, your business organization, or your future employer has a financial interest is prohibited. (See Section 19)

A municipal employee may not participate in any particular matter in which he or a member of his immediate family (parents, children, siblings, spouse, and spouse's parents, children, and siblings) has a financial interest. He also may not participate in any particular matter in which a prospective employer, or a business organization of which he is a director, officer, trustee, or employee has a financial interest. Participation includes discussing as well as voting on a matter, and delegating a matter to someone else.

A financial interest may create a conflict of interest whether it is large or small, and positive or negative. In other words, it does not matter if a lot of money is involved or only a little. It also does not matter if you are putting money into your pocket or taking it out. If you, your immediate family, your business, or your employer have or has a financial interest in a matter, you may not participate. The financial interest must be direct and immediate or reasonably foreseeable to create a conflict. Financial interests which are remote, speculative or not sufficiently identifiable do not create conflicts.

Example of violation : A school committee member's wife is a teacher in the town's public schools. The school committee member votes on the budget line item for teachers' salaries.

Example of violation : A member of a town affordable housing committee is also the director of a non-profit housing development corporation. The non-profit makes an application to the committee, and the member/director participates in the discussion.

Example : A planning board member lives next door to property where a developer plans to construct a new building. Because the planning board member owns abutting property, he is presumed to have a financial interest in the matter. He cannot participate unless he provides the State Ethics Commission with an opinion from a qualified independent appraiser that the new construction will not affect his financial interest.

In many cases, where not otherwise required to participate, a municipal employee may comply with the law by simply not participating in the particular matter in which she has a financial interest. She need not give a reason for not participating.

There are several exemptions to this section of the law. An appointed municipal employee may file a written disclosure about the financial interest with his appointing authority, and seek permission to participate notwithstanding the conflict. The appointing authority may grant written permission if she determines that the financial interest in question is not so substantial that it is likely to affect the integrity of his services to the municipality. Participating without disclosing the financial interest is a violation. Elected employees cannot use the disclosure procedure because they have no appointing authority.

Example where there is no violation : An appointed member of the town zoning advisory committee, which will review and recommend changes to the town's by-laws with regard to a commercial district, is a partner at a company that owns commercial property in the district. Prior to participating in any committee discussions, the member files a disclosure with the zoning board of appeals that appointed him to his position, and that board gives him a written determination authorizing his participation, despite his company's financial interest. There is no violation.

There is also an exemption for both appointed and elected employees where the employee's task is to address a matter of general policy and the employee's financial interest is shared with a substantial portion (generally 10% or more) of the town's population, such as, for instance, a financial interest in real estate tax rates or municipal utility rates.

(e) False claims. Presenting a false claim to your employer for a payment or benefit is prohibited, and causing someone else to do so is also prohibited. (See Sections 23(b)(4) and 26)

A municipal employee may not present a false or fraudulent claim to his employer for any payment or benefit worth $50 or more, or cause another person to do so.

Example of violation : A public works director directs his secretary to fill out time sheets to show him as present at work on days when he was skiing.

(f) Appearance of conflict. Acting in a manner that would make a reasonable person think you can be improperly influenced is prohibited. (See Section 23(b)(3))

A municipal employee may not act in a manner that would cause a reasonable person to think that she would show favor toward someone or that she can be improperly influenced. Section 23(b)(3) requires a municipal employee to consider whether her relationships and affiliations could prevent her from acting fairly and objectively when she performs her duties for a city or town. If she cannot be fair and objective because of a relationship or affiliation, she should not perform her duties. However, a municipal employee, whether elected or appointed, can avoid violating this provision by making a public disclosure of the facts. An appointed employee must make the disclosure in writing to his appointing official.

Example where there is no violation : A developer who is the cousin of the chair of the conservation commission has filed an application with the commission. A reasonable person could conclude that the chair might favor her cousin. The chair files a written disclosure with her appointing authority explaining her relationship with her cousin prior to the meeting at which the application will be considered. There is no violation of Sec. 23(b)(3).

(g) Confidential information. Improperly disclosing or personally using confidential information obtained through your job is prohibited. (See Section 23(c))

Municipal employees may not improperly disclose confidential information, or make personal use of non-public information they acquired in the course of their official duties to further their personal interests.

III. After-hours restrictions.

(a) Taking a second paid job that conflicts with the duties of your municipal job is prohibited. (See Section 23(b)(1))

A municipal employee may not accept other paid employment if the responsibilities of the second job are incompatible with his or her municipal job.

Example : A police officer may not work as a paid private security guard in the town where he serves because the demands of his private employment would conflict with his duties as a police officer.

(b) Divided loyalties. Receiving pay from anyone other than the city or town to work on a matter involving the city or town is prohibited. Acting as agent or attorney for anyone other than the city or town in a matter involving the city or town is also prohibited whether or not you are paid. (See Sec. 17)

Because cities and towns are entitled to the undivided loyalty of their employees, a municipal employee may not be paid by other people and organizations in relation to a matter if the city or town has an interest in the matter. In addition, a municipal employee may not act on behalf of other people and organizations or act as an attorney for other people and organizations in which the town has an interest. Acting as agent includes contacting the municipality in person, by phone, or in writing; acting as a liaison; providing documents to the city or town; and serving as spokesman.

A municipal employee may always represent his own personal interests, even before his own municipal agency or board, on the same terms and conditions that other similarly situated members of the public would be allowed to do so. A municipal employee may also apply for building and related permits on behalf of someone else and be paid for doing so, unless he works for the permitting agency, or an agency which regulates the permitting agency.

Example of violation : A full-time health agent submits a septic system plan that she has prepared for a private client to the town's board of health.

Example of violation : A planning board member represents a private client before the board of selectmen on a request that town meeting consider rezoning the client's property.

While many municipal employees earn their livelihood in municipal jobs, some municipal employees volunteer their time to provide services to the town or receive small stipends. Others, such as a private attorney who provides legal services to a town as needed, may serve in a position in which they may have other personal or private employment during normal working hours. In recognition of the need not to unduly restrict the ability of town volunteers and part-time employees to earn a living, the law is less restrictive for "special" municipal employees than for other municipal employees.

The status of "special" municipal employee has to be assigned to a municipal position by vote of the board of

selectmen, city council, or similar body. A position is eligible to be designated as "special" if it is unpaid, or if it is part-time and the employee is allowed to have another job during normal working hours, or if the employee was not paid for working more than 800 hours during the preceding 365 days. It is the position that is designated as "special" and not the person or persons holding the position. Selectmen in towns of 10,000 or fewer are automatically "special"; selectman in larger towns cannot be "specials."

If a municipal position has been designated as "special," an employee holding that position may be paid by others, act on behalf of others, and act as attorney for others with respect to matters before municipal boards other than his own, provided that he has not officially participated in the matter, and the matter is not now, and has not within the past year been, under his official responsibility.

Example : A school committee member who has been designated as a special municipal employee appears before the board of health on behalf of a client of his private law practice, on a matter that he has not participated in or had responsibility for as a school committee member. There is no conflict. However, he may not appear before the school committee, or the school department, on behalf of a client because he has official responsibility for any matter that comes before the school committee. This is still the case even if he has recused himself from participating in the matter in his official capacity.

Example : A member who sits as an alternate on the conservation commission is a special municipal employee. Under town by-laws, he only has official responsibility for matters assigned to him. He may represent a resident who wants to file an application with the conservation commission as long as the matter is not assigned to him and he will not participate in it.

(c) Inside track. Being paid by your city or town, directly or indirectly, under some second arrangement in addition to your job is prohibited, unless an exemption applies. (See Section 20)

A municipal employee generally may not have a financial interest in a municipal contract, including a second municipal job. A municipal employee is also generally prohibited from having an indirect financial interest in a contract that the city or town has with someone else. This provision is intended to prevent municipal employees from having an "inside track" to further financial opportunities.

Example of violation : Legal counsel to the town housing authority becomes the acting executive director of the authority, and is paid in both positions.

Example of violation : A selectman buys a surplus truck from the town DPW.

Example of violation : A full-time secretary for the board of health wants to have a second paid job working part-time for the town library. She will violate Section 20 unless she can meet the requirements of an exemption.

Example of violation : A city councilor wants to work for a non-profit that receives funding under a contract with her city. Unless she can satisfy the requirements of an exemption under Section 20, she cannot take the job.

There are numerous exemptions. A municipal employee may hold multiple unpaid or elected positions. Some exemptions apply only to special municipal employees. Specific exemptions may cover serving as an unpaid volunteer in a second town position, housing-related benefits, public safety positions, certain elected positions, small towns, and other specific situations. Please call the Ethics Commission's Legal Division for advice about a specific situation.

IV. After you leave municipal employment. (See Section 18)

(a) Forever ban. After you leave your municipal job, you may never work for anyone other than the municipality on a matter that you worked on as a municipal employee.

If you participated in a matter as a municipal employee, you cannot ever be paid to work on that same matter for anyone other than the municipality, nor may you act for someone else, whether paid or not. The purpose of this restriction is to bar former employees from selling to private interests their familiarity with the facts of particular matters that are of continuing concern to their former municipal employer. The restriction does not prohibit former municipal employees from using the expertise acquired in government service in their subsequent private activities.

Example of violation : A former school department employee works for a contractor under a contract that she helped to draft and oversee for the school department.

(b) One year cooling-off period. For one year after you leave your municipal job you may not participate in any matter over which you had official responsibility during your last two years of public service.

Former municipal employees are barred for one year after they leave municipal employment from personally appearing before any agency of the municipality in connection with matters that were under their authority in their prior municipal positions during the two years before they left.

Example : An assistant town manager negotiates a three-year contract with a company. The town manager who supervised the assistant, and had official responsibility for the contract but did not participate in negotiating it, leaves her job to work for the company to which the contract was awarded. The former manager may not call or write the town in connection with the company's work on the contract for one year after leaving the town.

A former municipal employee who participated as such in general legislation on expanded gaming and related matters may not become an officer or employee of, or acquire a financial interest in, an applicant for a gaming license, or a gaming licensee, for one year after his public employment ceases.

(c) Partners. Your partners will be subject to restrictions while you serve as a municipal employee and after your municipal service ends.

Partners of municipal employees and former municipal employees are also subject to restrictions under the conflict of interest law. If a municipal employee participated in a matter, or if he has official responsibility for a matter, then

his partner may not act on behalf of anyone other than the municipality or provide services as an attorney to anyone but the city or town in relation to the matter.

Example : While serving on a city's historic district commission, an architect reviewed an application to get landmark status for a building. His partners at his architecture firm may not prepare and sign plans for the owner of the building or otherwise act on the owner's behalf in relation to the application for landmark status. In addition, because the architect has official responsibility as a commissioner for every matter that comes before the commission, his partners may not communicate with the commission or otherwise act on behalf of any client on any matter that comes before the commission during the time that the architect serves on the commission.

Example : A former town counsel joins a law firm as a partner. Because she litigated a lawsuit for the town, her new partners cannot represent any private clients in the lawsuit for one year after her job with the town ended.

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This summary is not intended to be legal advice and, because it is a summary, it does not mention every provision of the conflict law that may apply in a particular situation. Our website, http://www.mass.gov/ethics contains further information about how the law applies in many situations. You can also contact the Commission's Legal Division via our website, by telephone, or by letter. Our contact information is at the top of this document.

Version 5: Revised December 23, 2011

City of Chelsea
Conflict of Interest Law

Compliance Statement and Requirements for Vendors

_____

ACKNOWLEDGMENT OF RECEIPT

I, _____,
(first and last name)

an employee at _____,
(name of vendor)

hereby acknowledge that I received a copy of the summary of the conflict of interest law for municipal employees, revised December 23, 2011,on

_____.
(date)

The City has a requirement for compliance, which is to make sure that all **vendors** are provided copies of the Summary of the Conflict of Interest Law for Municipal Employees (including Vendors).

VENDORS should copy the Summary of the Conflict of Interest Law and provide it to each one of the employees who are assigned to work in Chelsea.

Each employee shall complete the "Acknowledgment of Receipt" and the Vendor shall return the acknowledgments-only (not the Summary) to the Chelsea the Chelsea Procurement Office.

The "Acknowledgment of Receipt" must be submitted along with any purchase order or contract with the City of Chelsea