Invitation for Bids
For
Park, Memorial & Green Space Mowing & Trimming Services in Various Locations
For the City of Chelsea, MA

Project # 2015-148

February 2015

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LISTING OF SITES WITH SQUARE FOOTAGE

(LEGAL NOTICE)

CITY OF CHELSEA
INVITATION FOR BIDS
PARK, MEMORIALS AND GREEN SPACE
MOWING AND TRIMMING IN VARIOUS LOCATIONS

Sealed bids to provide contracted services necessary to meet the specifications contained herein for park, memorials and green space mowing and trimming in various locations will be received at the Office of the Chief Procurement Officer, City Hall, Room 206, Chelsea, Massachusetts until 10:00 am on Thursday, March 12, 2015.

Specifications and contract documents will be available on or after Thursday, February 26, 2015 at the Office of the Chief Procurement Officer, City Hall, Room 206, Chelsea, MA.

Bids must be sealed and clearly marked **"PARK, MEMORIALS AND GREEN SPACE MOWING AND TRIMMING IN VARIOUS LOCATIONS"** and submitted to the Office of the Chief Procurement Officer no later than 10:00 am on Thursday, March 12, 2015.

The City of Chelsea reserves the right to accept any bid, to reject and/or all bids 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 invitation for bid is in accordance with M.G.L. Chapter 30B.

Dylan Cook
Chief Procurement Officer

Section 1 Procurement Scope

The City of Chelsea MA is publishing this Invitation for Bids for a qualified vendor to provide **Park, Memorial & Green Space Mowing & Trimming Services in Various Locations**.

1.1 Authority

Invitation to Bid Procedures and award of the Contract shall be in accordance with Massachusetts General Law, Chapter 30B, plus all applicable Federal, State and Local laws and regulations.

1.2 Withdraw, Modify, And Amend Bids

Bidders who wish to withdraw, modify or amend their bid 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 Bid for **Park, Memorial & Green Space Mowing & Trimming Services in Various Locations**. 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 bids will not be considered. After the opening of the bids, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City of Chelsea or fair competition. Minor informalities will be waived at the discretion of the City of Chelsea.

1.3 Bid Bond – NOT REQUIRED – RESERVED

1.4 Payment & Performance Bonds – NOT REQUIRED – RESERVED

1.5 Familiarity With Requirements

Bidders are to thoroughly familiarize themselves with the requirements of this Invitation to Bid for **Park, Memorial & Green Space Mowing & Trimming Services in Various Locations**. Ignorance of the requirements will not relieve the bidder from any obligations or liabilities of any contract(s) issued as a result of this Invitation to Bid for **Park, Memorial & Green Space Mowing & Trimming Services in Various Locations**.

1.6 Independent Party

Under this Invitation to Bid for **Park, Memorial & Green Space Mowing & Trimming Services in Various Locations**, the successful bidder declares itself to be at all times acting and performing as an independent party and nothing in this request for bid or any subsequent contract(s) is intended to constitute a partnership or joint venture between the bidder and the City of Chelsea.

1.7 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.

1.8 Political Activity Prohibited

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

1.9 Assignment by Contractor

The successful bidder 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 bidder'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 bidder in the absence of such assignment.

1.10 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. All intended subcontracts shall be provisions, which are functionally identical to and consistent with the language of this Invitation to Bid for **Park, Memorial & Green Space Mowing & Trimming Services in Various Locations**.

1.11 Choice of Law

Any contracts awarded as a result of this Invitation to Bid for **Park, Memorial & Green Space Mowing & Trimming Services in Various Locations** shall be construed under the laws of the Commonwealth of Massachusetts. The successful bidder 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.

1.12 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.

1.13 Severable Sections Do Not Affect Entire Contract

If any provision of the Invitation to Bid for **Park, Memorial & Green Space Mowing & Trimming Services in Various Locations** 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 Invitation to Bid for **Park, Memorial & Green Space Mowing & Trimming Services in Various Locations** and any subsequent contract shall remain in full force and effect and enforceable to the fullest extent provided by law.

1.14 Liquidated Damages for Failure to Enter Into Contract

The successful Responder, upon its failure or refusal to execute and deliver the Contract, Bond and Certificates of Insurance required within ten days after receipt of notice of the acceptance of the bid, shall forfeit to the City of Chelsea, as liquidated damages for such failure or refusal, the security deposited with its bid, provided that the amount forfeited shall not exceed the difference between its bid price and the bid price of the next lowest responsive and responsible Responder. In case of death, disability, bona fide clerical or mechanical error of a substantial nature or similar unforeseen circumstances affecting the Responder, its bid deposit shall be returned.

1.15 Liquidated Damages for Failure to Perform Under Terms of the Contract

Should the successful Responder fail to commence or diligently perform according to the terms of the contract, the successful Responder agrees to pay to the City of Chelsea, as liquidated damages, Two Hundred Fifty Dollars ($250.00) per calendar day that the successful Responder fails to commence or diligently perform the work in accordance with the contract documents and/or is in violation of the contract. Liquidated damages assessed under this provision shall be deducted from any payment(s) due to the successful Responder.

1.16 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 Invitation to Bid for **Park, Memorial &**

Green Space Mowing & Trimming Services in Various Locations 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.

1.17 Prevailing/Minimum Wages – NOT REQUIRED – RESERVED

1.18 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 Invitation to Bid for **Park, Memorial & Green Space Mowing & Trimming Services in Various Locations** 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 Invitation to Bid for **Park, Memorial & Green Space Mowing & Trimming Services in Various Locations**. In the absence of such appropriation or authorization, any contract resulting from this Invitation to Bid for **Park, Memorial & Green Space Mowing & Trimming Services in Various Locations** 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.

1.19 Procurement Calendar

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

EVENT	DATE
IFB Released	2/26/2015
Deadline for Written Inquiries	3/06/2015
Response to Written Inquiries	3/09/2015
Due Date for Responses	3/12/2015 at 10:00am

1.20 Duration of Contract

The initial term of this contract is from April 1, 2015, to June 30, 2015, with two additional one year options, at the sole discretion of the City, from July 1, 2015 – June 30, 2016 and July 1, 2016 – June 30, 2017.

End of Section

Section 2 General Bid Information

2.1 Required IFB Sections

The Responder must provide, in its bid, a reply to the particular specifications included in the Invitation for Bids.

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 bids in response to this Invitation for Bids. For the purpose of this IFB, 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 bid is submitted.

All minority owned businesses are encouraged to apply for SOMWBA certification. For further information on SOMWBA qualifications or access to SOMWBA vendor lists, contact the Supplier Diversity Office, Commonwealth of Massachusetts Operational Services Division at 617-720-3300.

2.3 The Contract Award

Based upon the bids received, the contract will be awarded to the lowest responsive and responsible Bidder.

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 Invitation for Bids 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 Responder, 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 Invitation for Bids 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 bid 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 Invitation for Bids, 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 Responder.
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 Invitation for Bids.

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 Invitation for Bids 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 Invitation for Bids. 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 Invitation for Bids, without the consent of the data subject. The successful Responder 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 Invitation for Bids.

2.10 Force Majeure

Neither the City of Chelsea nor the successful Responder shall be liable to the other, nor deemed to be in breach of any contract resulting from this Invitation for Bids 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 Invitation for Bids 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 Invitation for Bids should note that the City of Chelsea reserves the right to terminate any contract resulting from this Invitation for Bids 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 Invitation for Bids 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 Invitation for Bids 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 Invitation for Bids 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 Invitation for Bids 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 Invitation for Bids 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 Responder under any contract resulting from this Invitation for Bids.

2.13 Obligation in the Event of Termination

Upon termination of any contract resulting from this Invitation for Bids, 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 Invitation for Bids 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 Invitation for Bids, normal wear and tear excepted.

2.15 Anti-Boycott Warranty

During the term of any contract resulting from this Invitation for Bids, 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

In the event that there is a tie bid between two (2) responsive and responsible bidders, the award of the contract will be determined by a coin toss. The bidder's whose submission was received earliest shall be assigned "Heads" in the coin toss. In the event that there is a tie bid with three (3) or more responsive and responsible bidders, the award shall be made by a draw by lot limited to those bidders. The coin toss/draw by lot shall be

scheduled within two (2) business days from when it was determined by the Town to be a tie bid. The bidders involved shall be given an opportunity to attend. The coin toss/drawing shall be witnessed by at least three (3) Town officials. The tie breaker event shall be held at Chelsea City Hall during regular business hours.

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's Bid Information

3.1 Bidder 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 Invitation for Bids, 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 Invitation for Bids. Responders may contact the person identified on the cover sheet of this Invitation for Bids in the event this Invitation for Bids is incomplete.

3.2 Reasonable Accommodation

Responders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of the Invitation for Bids 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 Invitation for Bids. The City of Chelsea reserves the right to reject unreasonable request.

3.3 Public Records

All bids and information submitted in response to this Invitation for Bids are subject to the Massachusetts Public Record Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 2, and Subsection 26. Any statements in the Responder's bid inconsistent with these statutes will be disregarded.

3.4 Brand Name or Equal

Unless otherwise specified in this Invitation for Bids, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this Invitation for Bids 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 Invitation for Bids 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 Invitation for Bids.

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

3.7 Required Contract Attachments

All Responders are required to complete, sign and return at minimum the following documents:

1.) **Bid Information-** to be included as cover page of bid
2.) **Certificate of Non-Collusion-** Signature required
3.) **Statement of Corporate Authority (If Responder is a Corporation) -** If the Responder is a Corporation, a vote of the Corporation approving participation in this Invitation for Bids process must be signed by the corporate officers with the Corporate Seal Affixed and attached to the original Invitation for Bids.

    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.
4.) **Bid Pricing Form -** Signature required
5.) **Reference Form-** To include three current contract references, at least one of which is a government agency that can be contacted during the IFB 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 IFB. Include customer name, contact person, his/her title, address and telephone number.

    Do not use the names of relatives or City Employees as references. Do not use any previous City contracts as a source of project reference information. You may use previous City contracts as a record of your experience only

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 Invitation for Bids. 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 bid whether or not the bid is selected for contract award.

3.9 Clarification of Response

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

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. Bids will be evaluated and awarded based upon the lowest, responsive and eligible bid.

3.11 Rejection of Responder's Bid

A Responder's bid may be rejected by the City of Chelsea if the Responder's bid:

- Fails to adhere to one or more of the requirements
- Fails to submit its bid to the required address on or before the Invitation for Bid responses due date
- Fails to submit a bid in accordance to the format and instructions specified or to supply the minimum information requested in this Invitation for Bids.
- Fails to meet unconditionally or is unable to demonstrate competence to meet the requirements of this Invitation for Bids.
- 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 Invitation for Bids Cancellation

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

3.13 No Guarantee of Purchase

The City of Chelsea makes no guarantee that any purchase shall take place from any contract resulting from this Invitation for Bids nor does the City of Chelsea guarantee any minimum quantity of purchases from any contract resulting from this Invitation for Bids. Any estimated or past procurement volumes referenced in this Invitation for Bids are included only for the convenience of the Responders, 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 Invitation for Bids. 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 Invitation for Bids and must accept full responsibility for any subcontractor's performance.

Responders 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 Invitation for Bids. Written inquiries regarding issues outside of the scope of this Invitation for Bids 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 Invitation for Bids.

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 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.

3.16 Instructions for Submission of IFB Responses

Each Invitation for Bid Response must be sealed, labeled and submitted to the address listed on the cover page of this document.

Paper Submission- the Responder must submit one (1) original response to the Invitation for Bids marked "ORIGINAL" The Envelope must be clearly marked **"Park, Memorial & Green Space Mowing & Trimming Services in Various Locations".**

3.17 Deadline for Submission

All responses to this Invitation for Bids are due at the address listed on the cover page and no later than the date and time listed in the Procurement Calendar.

End of Section

Section 4 Scope of Services

4.1. General Overview and Summary of the Work

1. The City of Chelsea intends to award a contract for **PARK, MEMORIALS AND GREEN SPACE MOWING AND TRIMMING IN VARIOUS LOCATIONS**.

2. The contract term shall be for a term of one (1) year from the date of award. This contract may, in the City's sole discretion, be extended for two additional one-year terms. If so, the contract rate shall remain the same. The contract term shall be one (1) year following the effective date of the Contract and all work is to be fully completed in accordance with the Contract as stipulated.

3. Any questions on the part of the bidder regarding the specifications contained herein must be resolved prior to the submission of the bid.

4. The City reserves the right to use its own personnel and/or equipment to perform **PARK, MEMORIALS AND GREEN SPACE MOWING AND TRIMMING in various locations** when deemed necessary or expedient.

5. The work generally consists of furnishing all labor, equipment and materials for the mowing and cutting of:

- Three municipal building areas: Lawns at City Hall, Emergency Operations Center and Public Library.
- Two large parks: Voke Park and Washington Park
- Limited area surrounding parking lot at Highland Park.
- Seven smaller park/playground/tot areas: Bellingham Hill Park, Bosson Park, Box District Park, Eden Park, Mace Tot Lot, Polonia Park, Quigley Park
- All of the open space in Chelsea Square encompassing Pulaski Park, Columbus Circle and entire lawn area bounded by Broadway, Park Street and Winnisimmet Street.
- One cemetery: Garden Cemetery
- Other various parcels of City land including: Twomey Square, Chelsea Greenway & Busway and Island End Park
- The City may add other parks & green scape as they become available

Cutting will be on a weekly basis commencing with the first cut of the season during the third week of April of any given contract year and ending with the final cut of the season during the second week of October of the contract year. The City may instruct and authorize the Contractor to extend the date and week of the final cut of the season.

6. The contractor shall be flexible, within reason as to alter schedules per the request of the Director. Although the intent is to cut on a weekly basis, the actual number of cuts may vary depending on weather, rate of growth and the needs of the City of Chelsea.

7. The contractor shall provide screened mowing personnel and all necessary equipment. A management staff person should be available to meet with a city representative weekly to inspect/coordinate mowing.

8. It will be necessary to work in harmony with other contractors working on separately let utility work.

9. The Contractor selected will have to meet all minimum requirements of this invitation to bid.

10. If a notice of award and three (3) unsigned copies of the Contract (and all other applicable Contract Documents) is delivered to the undersigned within thirty (30) days, not including Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, he shall execute and return all copies of the Contract (and all other applicable Contract Documents) to the City. The premiums for all bonds required shall be paid by the Contractor and shall be included in the contract price. The undersigned further agrees that the bid security accompanying this bid shall become the City's property if the bidder fails to execute the Contract as stated above.

4.2. Management and Control of the Work

1. The normal hours of operation at the Department of Public Works are Monday through Friday from 7:00 AM to 4:00 PM, holidays excluded. Work can be performed during those same hours. All schedules shall be coordinated with the City of Chelsea so as not to interfere with City and community activities.

2. The contractor shall comply with the latest industry standards. All procedures shall be in strict accordance with manufacturers' directions and warnings, OSHA and EPA standards, and all Federal, State and Local Laws.

3. Mowing services are required only for days when open for business. The Contractor shall bill the City only for days that work is actually performed. The

Director of Public Works or his designee will immediately notify the Contractor or emergency closing such as weather and power outages.

4. Maps will be made available to give a general idea of areas involve. The City does not attest to the labeling accuracy or completeness of the drawings. The Contractor shall be responsible for the proper mowing, trimming and removal of all clippings of grass areas and landscape areas within the confines of each identified park, memorial and green space.

5. Any and all adjustments to regularly scheduled work must be approved in advance in writing and signed by the Director.

6. All equipment, hand tools and accessories necessary to perform the services shall be the responsibility of the Contractor. The contractor shall be required to keep all equipment in good condition and prepared to operate on a daily basis. All equipment shall be commercial grade. The contractor shall provide a complete description of all equipment including manufacturer, age and size of cut and model. The City of Chelsea reserves the right to inspect all equipment prior to award. Contractor's property shall be properly inscribed. Equipment must meet the approval of the Director of Public Works.

7. Supplies are the responsibility of the Contractor. Supplies provided by the Contractor shall be of high quality and approved by the Director of Public Works.

8. The grass shall be cut to a minimum height of 2 1/2" and a maximum height of 3" or as agreed to in writing by the Director of Public Works.

9. All clippings shall be taken from the grass areas and removed from the site the same day as a particular park or area is cut.

10. Care shall be taken not to damage tree trunks, buildings, curbs, etc. when mowing. If any of these were to be damaged, the Contractor shall repair the damage at no cost to the City. All damages shall be reported to the Director of Public Works regardless of cause.

11. In the case of failure by the Contractor to meet the standards of mowing specified, as evidenced by two warnings in writing within twenty (20) calendar days, the City shall have the right to declare the contract terminated by giving thirty (30) calendar days written notice, and to pursue any remedies provided by the contract or at law or in equity.

4.3. Measurement and Payment

1. Measurement will be on a per cut unit basis for the particular bid item of mowing and trimming per individual park or area.

2. Payment will be made on a unit price basis equal to the bid price per park multiplied by the number of cuts made during the billing period.

3. The City of Chelsea will pay the Contractor once invoiced upon satisfactory completion work.

4. The following items and units are payable quantities under this contract:

Item 1. Furnishing of labor, equipment and materials for the complete mowing, trimming and removal of clippings at lawn areas of City Hall, 500 Broadway and the Emergency Operation Center, 45 Washington Av.

Item 2 Furnish of labor, equipment and materials for the complete mowing, trimming and removal of clippings at the Public Library, 569 Broadway

Item 3 Furnishing of labor, equipment and materials for the complete mowing, trimming and removal of clippings at Voke Park, 540 Washington Av.

Item 4. Furnishing of labor, equipment and materials for the complete mowing, trimming and removal of clippings at Washington Park, 390 Washington Av.

Item 5. Furnishing of labor, equipment and materials for the complete mowing, trimming and removal of clippings of the limited area surrounding the parking lot at Highland Park, 38 Willow St.

Item 6 Furnishing of labor, equipment and materials for the complete mowing, trimming and removal of clippings at Bellingham Hill Park, Bellingham St., corner Highland St.

Item 7 Furnishing of labor, equipment and materials for the complete mowing, trimming and removal of clippings at Bosson Park, 50 Bellingham Street and Mace Tot Lot, 59 Crescent Av.

Item 8 Furnish of labor, equipment and materials for the complete mowing, trimming and removal of clippings at Box District Park, 180 Highland St., corner of Gerrish Ave.

Item 9	Furnishing of labor, equipment and materials for the complete mowing trimming and removal of clippings at Eden Street Park Eden St., corner of Addison St.
Item 10	Furnishing of labor, equipment and materials for the complete mowing, trimming and removal of clippings at Polonia Park, 37-41 Tremont St.
Item 11	Furnishing of labor, equipment and materials for the complete mowing, trimming and removal of clippings at Quigley Park, 25 Essex St.
Item 12	Furnishing of labor, equipment and materials for the complete mowing, trimming and removal of clippings at Chelsea Square: Pulaski Park, Columbus Circle and the entire lawn area bounded by Broadway, Park Street and Winnisimmet Street.
Item 13	Furnishing of labor, equipment and materials for the complete mowing, trimming and removal of clippings at Twomey Square, Memorial Island at Stockton Street and Eastern Avenue.
Item 14	Furnishing of labor, equipment and materials for the complete mowing, trimming and removal of clippings at Garden Cemetery, 70 Central Ave by Chester Avenue, Shawmut Street and Central Avenue.
Item 15	Furnishing of labor, equipment and materials for the complete mowing, trimming and removal of clippings at the Chelsea Greenway & Busway, along Commuter Rail ROW and CSX ROW from 40 Eastern Avenue to 174 Everett Avenue.
Item 16	Furnishing of labor, equipment and materials for the complete mowing, trimming and removal of clippings at Island End Park, on Island End River behind Boatyard at 359 Beacham Street (must be cut by walk behind mower).

END OF SECTION

Bidder Information Form
Park, Memorial & Green Space Mowing & Trimming Services in Various Locations
(To be first page of Bid)

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:

_____
_____
_____

CITY OF CHELSEA

REQUIRED BID 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 BID 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 BID: _____

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 _____, 2015, 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:

Bid Form: Park, Memorial & Green Space Mowing & Trimming Services in Various Locations

To The Awarding Authority:

A. The undersigned proposes to furnish all labor and materials required for the City of Chelsea in Chelsea, Massachusetts in accordance with the Contract Documents for the **Park, Memorial & Green Space Mowing & Trimming Services in Various Locations,** for the contract price specified below.

B. This bid includes addenda number(s) _____.

C. The subdivision of the proposed Contract Price is as follows:
(Bidder: insert words and numbers. In cases of conflict between words and numbers, the words shall control).

D. Bid pricing shall remain at the same rates for the duration of the contract, including any subsequent contract extensions.

Bid Item	Est. Quantity	Bid Item Descriptions	Unit Price	Extension
1	26	Furnish labor, equipment and materials as specified for the mowing, trimming and removal of all clippings of all lawn areas of City Hall and EOC on a weekly basis. _____ Per Each Repair (words)	_____ (figures)	_____ (figures)
2	26	Furnish labor, equipment and materials as specified for the mowing, trimming and removal of all clippings of all lawn areas of the Public Library on a weekly basis. _____ Per Each Repair (words)	_____ (figures)	_____ (figures)
3	26	Furnish labor, equipment and materials as specified for the mowing, trimming and removal of all clippings of all lawn areas of Voke Park on a weekly basis. _____ Per Each Repair (words)	_____ (figures)	_____ (figures)

4	26	Furnish labor, equipment and materials as specified for the mowing, trimming and removal of all clippings of all lawn areas of Washington Park on a weekly basis. Per Each Repair (words)	(figures)	(figures)
5	26	Furnish labor, equipment and materials as specified for the mowing, trimming and removal of all clippings of all lawn areas of Highland Park on a weekly basis. Per Each Repair (words)	(figures)	(figures)
6	26	Furnish labor, equipment and materials as specified for the mowing, trimming and removal of all clippings of all lawn areas of Bellingham Hill Park on a weekly basis. Per Each Repair (words)	(figures)	(figures)
7	26	Furnish labor, equipment and materials as specified for the mowing, trimming and removal of all clippings of all lawn areas of Bosson Park and Mace Park on a weekly basis. Per Each Repair (words)	(figures)	(figures)

8	26	Furnish labor, equipment and materials as specified for the mowing, trimming and removal of all clippings of all lawn areas of Box District Park on a weekly basis. Per Each Repair (words)	(figures)	(figures)
9	26	Furnish labor, equipment and materials as specified for the mowing, trimming and removal of all clippings of all lawn areas of Bosson Park and Mace Park on a weekly basis. Per Each Repair (words)	(figures)	(figures)
10	26	Furnish labor, equipment and materials as specified for the mowing, trimming and removal of all clippings of all lawn areas of Polonia Park on a weekly basis. Per Each Repair (words)	(figures)	(figures)
11	26	Furnish labor, equipment and materials as specified for the mowing, trimming and removal of all clippings of all lawn areas of Quigley Park on a weekly basis. Per Each Repair (words)	(figures)	(figures)
12	26	Furnish labor, equipment and materials as specified for the mowing, trimming and removal of all clippings of all lawn areas of Chelsea Square, Pulaski Park, and Columbus Circle, the entire lawn area bounded by Broadway, Park Street and Winnisimmet on a weekly basis. Per Each Repair (words)	(figures)	(figures)

13	26	Furnishing of labor, equipment and materials for the complete mowing, trimming and removal of clippings at Twomey Square, Memorial Island at Stockton Street and Eastern Avenue on a weekly basis. Per Each Repair (words)	(figures)	(figures)
14	26	Furnishing of labor, equipment and materials for the complete mowing, trimming and removal of clippings at Garden Cemetery, 70 Central Ave by Chester Avenue, Shawmut Street and Central Avenue on a weekly basis. Per Each Repair (words)	(figures)	(figures)
15	26	Furnishing of labor, equipment and materials for the complete mowing, trimming and removal of clippings at the Chelsea Greenway & Busway, along Commuter Rail ROW and CSX ROW from 40 Eastern Avenue to 174 Everett Avenue on a weekly basis. Per Each Repair (words)	(figures)	(figures)
16	26	Furnishing of labor, equipment and materials for the complete mowing, trimming and removal of clippings at Island End Park, on Island End River behind Boatyard at 359 Beacham Street (must be cut by walk behind mower)on a weekly basis. Per Each Repair (words)	(figures)	(figures)

Total Price (add items 1-16): $_____ (figures)

$_____ (words)

Company Name: _____

Company Address: _____

_____

Telephone Number: _____ Fax Number: _____

Signature: _____

Print Name: _____Title_____

Date: _____

In conjunction with the words, and figures submitted above for the requisite bid items, and an integral part of said bid submission, the undersigned certifies that:

The undersigned declares that the only persons or parties interested in his/her bid as principals area as stated; that the bid is made without any collusion with other persons, firms, or corporations; that he/she has carefully examined all the Contract Documents and has informed him/herself fully in regard to all conditions pertaining to the work and based on this information, the undersigned makes this bid. These prices shall cover all expenses incurred in performing the work required under the Contract Documents of which this Bid Form is a part.

All bids shall remain open for thirty (30) days, not including Saturdays, Sundays, and legal holidays, after the date of the bid opening.

If a notice of award and at least three (3) unsigned copies of the Contract (and all other applicable Contract Documents) is delivered to the undersigned within thirty (30) days, not including Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, he/she shall, execute and return all copies of the Contract (and all other applicable Contract Documents) to the City. The premiums for all bonds required shall be paid by the Contractor and shall be included in the contract price. The undersigned further agrees that the bid security accompanying this bid shall become the City's property if the bidder fails to execute the Contract as stated above.

The undersigned hereby agrees that the contract term shall be for 12 months following the effective date of the Contract and to fully complete the work in accordance with the Contract as stipulated. The undersigned further agrees to pay the City, in addition to any other penalties stated herein, as liquidated damages, Two Hundred Fifty Dollars ($250.00) per calendar day if the Contractor; 1) fails to commence and/or diligently perform the work in accordance with the Contract Documents , and/or; 2) is in violation of the terms of the contract. Liquidated damages assessed under this provision will be deducted from any payment(s) due to the Contractor.

In accordance with the above understanding, the undersigned proposes to perform the work, furnish all equipment as well as those materials specified in this Invitation for Bid and in the Scope of Services, and complete the work in its entirety in the manner and under the terms and conditions stipulated at the prices listed. The undersigned also acknowledges and agrees that extra work, if any, will be performed and paid for in accordance with the bid prices and the Contract Documents.

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

The above prices shall include all labor, equipment, supervision, transportation, overhead, profit, insurance, and incidentals required to complete the work.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

Furthermore, pursuant to M.G.L., c. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under the law.

The undersigned under penalties of perjury certifies that this bid is in all respects true, accurate, bona fide, fair, and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture partnership, corporation, or other business or legal entity.

Signed this ____ day _____, 2015.

_____	_____
Social Security Number or Federal Identification Number	Signature of Individual or Corporate Name

By: _____
Partner of Corporate

CITY OF CHELSEA

REQUIRED RESPONSE SUBMITTAL FORM

REFERENCE FORM

Responder: _____

Title of Project: **Park, Memorial & Green Space Mowing & Trimming Services in Various Locations**

Bidders must provide references for:

Three comparable municipal contracts 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:

CONTRACT NO._____

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]
[ADDRESS 2]
(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 any Attachment, these Articles shall supersede the Attachments.

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
Edward Keefe, Acting 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]

[ADDRESS 2]

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

_____
Edward Keefe, Acting City Manager

_____
Dylan Cook
Chief Procurement Officer

APPROVED AS TO FORM:

_____
Cheryl Watson Fisher
City Solicitor

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

Approved as to Contract Manager:

_____
Department Head Name
Department Name
City of Chelsea

_____
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) ***(signature)***

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 (Vendor keeping the Summary for their records) 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

CITY OF CHELSEA

Facility Name	Location	Gross Square Footage of Park/Playground including all surfaces	Gross Acreage of Park/Playground
Bellingham Hill Park	111 Bellingham St corner Highland St	16,800	0.38
Eden Park	Eden St corner Addison St	9,571	0.22
Highland Park	38 Willow Street	12,200	0.28
Voke Park	540 Washington Avenue	142,246	3.27
Bosson Park	50 Bellingham St and Grove St between 17 - 45	31,595	0.73
Polonia Park	37-41Tremont St	17,000	0.39
Quigley Park	25 Essex St corners of Shurtleff & Hawthorn Sts	23,800	0.55
Washington Park	390 Washington Av corners of Nichols, Franklin, Hancock	73,000	1.68
Garden Cemetery	70 Central Ave by Chester Avenue, Shawmut Street and Central Avenue	136,924	3.14
Box District Park	180 Highland Street corner of Gerrish Ave & Highland St	8,751	0.20
Chelsea Greenway and Busway	Along Commuter Rail ROW and CSX ROW from 40 Eastern Avenue to 174 Everett Avenue	60,000	1.38
Twomey Square	Memorial Island at Stockton Street and Eastern Avenue	1,114	0.03
Island End Park	On Island End River behind Boatyard at 359 Beacham Street, will need to be cut by walk behind mower	8,439	0.19
Chelsea City Hall and Emergency Operations Center	500 Broadway and 45 Washington Avenue	11,188	0.26
Chelsea Public Library	569 Broadway	9,573	0.22
Chelsea Square - complete Broadway, Park and Winnisimmet Streets	Opposite 150 to 210 Broadway	15,149	0.35
Mace Tot Lot	59 Crescent Avenue	5,751	0.13
	Total Area	583,102	13.39