

Request for Proposals
For
Parking Enforcement Services
For the City of Chelsea, MA

Project # 2015-65

October 2014

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Table of Contents

Section 1 Procurement Scope

- 1.1 Authority
- 1.2 Modify, Withdraw and Amend Responses
- 1.3 Bid Security
- 1.4 Bid Bonds
- 1.5 Familiarity with Requirements
- 1.6 Independent Party
- 1.7 Conflict of Interest
- 1.8 Political Activity Prohibited
- 1.9 Assignment by the Contractor
- 1.10 Subcontracting
- 1.11 Choice of Law
- 1.12 Notices
- 1.13 Severable Sections Do Not Effect Entire Contract
- 1.14 Liquidated Damages for Failure to Enter into Contract
- 1.15 Liquidated Damages for Failure to perform Under Terms of the Contract
- 1.16 Contract Performance
- 1.17 Prevailing/Minimum Wage Rates
- 1.18 Funding & Fiscal Appropriation
- 1.19 Procurement Calendar
- 1.20 Duration of Contract

Section 2 General Proposal Information

- 2.1 Required RFP Sections
- 2.2 Minority or Woman Business Enterprise Participation
- 2.3 Contract Award
- 2.4 ADA, Regulatory Compliance and Standards
- 2.5 Indemnification
- 2.6 Federal, State and Local Laws
- 2.7 Tax Exempt
- 2.8 Insurance
- 2.9 Confidentiality
- 2.10 Force Majure
- 2.11 Equal Opportunity
- 2.12 Termination
- 2.13 Obligation in the Event of Termination
- 2.14 Ownership of Furnishings and Equipment
- 2.15 Anti-Boycott Warranty

Section 3 Proposal Information

- 3.1 Responder Communication
- 3.2 Reasonable Accommodation
- 3.3 Public Records
- 3.4 Brand Name or Equal
- 3.5 Publicity
- 3.6 Costs
- 3.7 Required Contract Attachments and City of Chelsea Forms
- 3.8 Submitted Bids
- 3.9 Clarification of Bids
- 3.10 Evaluation and Award of Contract
- 3.11 Rejection of Bidder's Bid
- 3.12 RFP Cancellation
- 3.13 No Guarantee of Purchase
- 3.14 Prime Contractors and Subcontractors
- 3.15 Written Inquiries
- 3.16 Instructions for Submission of RFP Proposals
- 3.17 Deadline for Submission
- 3.18 Interviews

Section 4 Scope of Services

- 4.1 General Overview
- 4.2 Submission Requirement
- 4.3 Selection Criteria
- 4.4 Evaluation Criteria

MANDATORY SUBMITTALS:

RESPONDER INFORMATION FORM (To be first page of Bid)
CERTIFICATE OF NON-COLLUSION
STATEMENT OF CORPORATE AUTHORITY (If responder is a Corporation)
BIDDER HISTORY
REFERENCE FORM
PRICE PROPOSAL FORM- Signature Required

Section 1 Procurement Scope

The City of Chelsea MA is publishing this Request for Proposals for a qualified vendor to provide Parking Enforcement Services. These services will include Issuance of Parking Tickets, Parking Meter Maintenance, Collection of Parking Meter Coins, Scofflaw Enforcement, Lockbox Services, Data Processing Services, and Residential Parking Sticker Program and Fulfillment Services.

1.1 Authority

Invitation for 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 Responses

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

1.3 Bid Security – RESERVED – NOT REQUIRED

1.4 Bid Bonds – RESERVED – NOT REQUIRED

1.5 Familiarity with Requirements

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

1.6 Independent Party

Under this Request for Proposal, the successful Responder declares itself to be at all times acting and performing as an independent party and nothing in this Request for Proposal or any subsequent contract(s) is intended to constitute a partnership or joint venture between the Responder 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 Responder 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 Responder or contractor shall not assign in whole or in part or otherwise transfer any interest in any contract without the written consent of the City of Chelsea, provided however, that the present and prospective claims for money due owing to the Contractor from the City of Chelsea or any other Buyer may be assigned to a bank or trust company or to a financial institution insured by the Federal Deposit Insurance Corporation (FDIC) without such consent so long as notice of such assignment is promptly furnished to the City of Chelsea. Any complete or partial assignment of the contractor's or successful Responder's interest in any such contract shall require the assignee, at the City of Chelsea's discretion, to supply such further information as the City of Chelsea deems necessary to comply with the City of Chelsea rules and regulations governing contracts for services. Any such assignment, in whole or in part, shall also be expressly made subject to all defenses, set-offs or counter claims which would have been made available to the City of Chelsea against the successful Responder in the absence of such assignment.

1.10 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 and must be submitted with the bid documents. All intended subcontracts shall be provisions, which are functionally identical to and consistent with the language of this Request for Proposal.

1.11 Choice of Law

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

rights any party may have to intervene in any action in any court or wherever pending in which the other is a party.

1.12 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 Request for Proposal or any subsequent contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations under the provision. The remainder of the Request for Proposal 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, bonafide 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 Request for Proposal 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 Request for Proposal for any subsequent fiscal year following the fiscal year in which the initial contract is awarded is subject to the appropriations to the City of Chelsea of funds sufficient to discharge its obligations, which accrue in such subsequent fiscal year, and to the authorization to spend such funds for the purposes of this Request for Proposal. In the absence of such appropriation or authorization, any contract resulting from this Request for Proposal 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 solicits bids that will result in a contract. The schedule of events for this solicitation, subject to amendment by the City of Chelsea is:

Event	Date
RFP Released	October 6, 2014
Deadline for Written Inquiries	October 30, 2014 before 12:00pm
Response to Written Inquiries	November 31, 2014
Due Date for Responses	November 4, 2014 at 11:00am

1.20 Duration of Contract

The term of this contract will be for a period of two (2) years starting on or around January 1, 2015 through December 31, 2016 with an additional one (1) year option, January 1, 2017 through December 31, 2017 at the sole discretion of the City.

End of Section

Section 2 General Proposal Information

2.1 Required RFP Sections

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

2.2 Minority or Woman Business Enterprise Participation

In accordance with the Minority Business Enterprise Plan for the City of Chelsea, all qualified Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit proposals in proposal to this Request for Proposals. For the purpose of this RFP, the term MBE or WBE shall mean a vendor who is certified as a minority business enterprise by the State Office of Minority and Women-Owned Business Assistance (SOMWBA), and who is certified at the time the vendor's 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 State Office of Minority and Women Owned Business Assistance at (617)-727-8692.

2.3 The Contract Award

The city will select the responsive and responsible proposer submitting the most advantageous proposal, taking into consideration the evaluation criteria listed as well as the proposal price.

2.4 ADA, Regulatory, Compliance and Standards

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

2.5 Indemnification

Any successor in exchange for entering into an agreement or contract resulting from this Request for Proposals shall indemnify and hold harmless the City of Chelsea and all persons acting for or on behalf of either of them from all suits and claims against them, or either of them, arising from or occasioned by the use of any service, material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such service, material, equipment or apparatus, or any part thereof in any

suit is held to constitute infringement, the successful bidder, within a reasonable time, will at its expense, and as the City of Chelsea may elect, replace such material, equipment or apparatus with non infringing material, equipment or apparatus or remove the material, equipment or apparatus and refund the amounts paid therefore. Said indemnification includes reasonable attorney's fees related thereto.

Furthermore, any successful bidder in exchange for entering into any agreement or contract resulting from this Request for Proposals agrees to indemnify and hold harmless, release and forever discharge the City of Chelsea as well as their officers, agents and employees as well as their successors and assigns from any and all manner of actions, suits, claims, demands, judgments, damages and liability in law and in equity which may arise or result from performance under this contract. This includes any discrimination, labor or employment claims against the successful responder and the City of Chelsea and any and all manners of legal action brought against the successful responder and /or the City of Chelsea. Said indemnification includes reasonable attorney's fees related thereto.

2.6 Federal, State and Local Laws

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

2.7 Tax Exempt

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

2.8 Insurance

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

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

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 to Bid it may require or have access to "personal data" and become a "holder" of personal data as defined by M.G. L. c. 66A. The successful responder shall comply with all laws and regulations relating to confidentiality and privacy, including but not limited to any rules and regulations of the City of Chelsea. The successful responder shall at all times recognize the City of Chelsea's ownership of personal data and the exclusive right and jurisdiction of the City, and "data subjects" (as defined in chapter 66A) to control the use of personal data. The successful responder shall immediately notify the City of Chelsea both orally and in writing if any personal data in its possession is subpoenaed, improperly used, copied or removed by anyone except an authorized representative of the City of Chelsea. The successful responder shall cooperate with the City of Chelsea in taking all steps it deems advisable to enjoin misuse regain possession and/or otherwise protect the City of Chelsea's rights and data subject's privacy. The successful responder shall allow access to any personal data held in their possession solely to those employees of the City of Chelsea who require such information in the performance of their occupational responsibilities. All personal data held by the successful responder shall be delivered to the City of Chelsea within 14 calendar days after termination of any contract resulting from this Request for Proposals. The successful responder agrees to take reasonable steps to insure the physical security of such data under its control, including but not limited to fire protection, protection against smoke and water damage, alarm system, locked removal of manually held data, passwords, access logs, badges or other methods reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data, limited terminal access, access to electronically or mechanically held data, limited terminal access, access to input documents and design provisions to limit use of personal data. The successful responder agrees that it will inform each of its employees having any involvement with their personal data or confidentiality. The City of Chelsea shall have access at all times to any data maintained pursuant to any contract resulting from this Request for Proposals, without the consent of the data subject. The successful bidder shall use personal data, and material derived from such data, only as necessary for the performance of the subject contract. Failure of the successful responder to comply with the requirements of this section may be grounds for terminating any contract resulting from this Request for Proposals.

2.10 Force Majure

Neither the City of Chelsea or the successful responder shall be liable to the other, nor deemed to be in breach of any contract resulting from this Request for Proposals for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to, Acts of God or the public enemy, wars, fires, flood, epidemics, quarantine restrictions, strikes, unforeseen freight embargos or unusually severe weather. Dates of times of performance shall be extended to the extent of delays excused by this section, provided that the party

whose performance is affected notifies the other party promptly of the existence and nature of such a delay. It is agreed that since the performance dates of the subject contract are of the essence and important to the implementation of essential City of Chelsea work, continued failure to perform for periods aggregating 45 or more calendar days, even for causes beyond the control of the successful responder, shall afford the City of Chelsea the right to terminate any contract resulting from this Request for Proposals without assessment of termination costs or penalties.

2.11 Equal Opportunity

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

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

2.12 Termination

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

- **Without cause:** Either party may terminate the subject contract by giving written notice to the other party at least 60 calendar days prior to the normal contractual effective date of termination as stated or such other period as is mutually agreed upon in advance by the parties
- **For cause:** If, in the opinion of the city of Chelsea, the successful responder fails to fulfill its obligations, the City of Chelsea may terminate any contract resulting from this Request for Proposals by giving 30 days written notice to the successful responder at any time. The subject contract shall be terminated immediately in the event of fraud or program abuse.
- **Emergency:** The City of Chelsea may terminate or suspend any contract resulting from this Request for Proposals up to 60 calendar days by providing written notice to the successful responder, stating the grounds for the City of Chelsea's action, in the form of U.S. Mail, hand-carried letter, or other

appropriate written means, if the City of Chelsea determines that immediate action is necessary to protect City, State and/or Federal funds or property, or to protect persons from injury. Such termination or suspension shall be effective upon receipt of notice of either suspension or termination by the successful responder. In the case of a suspension under this paragraph, the notice of suspension shall be accompanied by instructions from the City of Chelsea specifying requisite actions by the successful responder to remove the suspension, proposed timetable for meeting those requirements and a description by the City of Chelsea of allowable activities and costs, if any, during the suspension period. Failure by the successful responder to remedy the stated deficiencies according to the timetable prescribed by the City of Chelsea shall be cause for immediate termination.

- **Elimination or Reduction of Funding:** In the event of a reduction of funding for any reason, the City of Chelsea may terminate any contract resulting from this Request for Proposals by providing notice of termination in a reasonable time. The City of Chelsea may provide a conditional notice of termination with a proposed amendment to the subject contract. Any such notice shall provide that the subject contract will terminate automatically 30 calendar days after the date of the conditional notice of termination unless the successful responder submits to the City of Chelsea a properly signed copy of the amendment, or such modification form of amendment as may be agreeable to the City of Chelsea, within 20 calendar days after the date of the conditional notice of termination, or such other time as it is otherwise specified in the conditional notice.
- **Office's Remedies: Upon Termination for Cause or for Emergencies:** Notwithstanding the terms contained in this section, in the event of termination, the successful responder shall not be relieved of liability to the City of Chelsea by virtue of any breach of any contract resulting from this Request for Proposals by the successful responder. In the event of termination pursuant to this section, the City of Chelsea may withhold any payments to the successful responder for the purpose of set-off until such time as the exact amount of damages due to the City of Chelsea from the successful responder is determined. In addition to and notwithstanding the above, the successful responder covenants and agrees that in the event of termination of any contract resulting from this Request for Proposals, the successful responder shall pay to the City of Chelsea as damages: (a) such sum as, at the time of termination, the City of Chelsea reasonably determines that is, shall require to compensate a subsequent contractor to complete the delivery of service, and (b) the sum, reasonably determined by the City of Chelsea, which will compensate the City of Chelsea for all the direct and indirect costs resulting from delay in the delivery of services upon the successful responder's default. The successful responder further covenants and agrees with the City of Chelsea that the successful responder shall pay all of the City of Chelsea's costs and expenses (including attorney's fees) incurred or paid in obtaining and enforcing any court order favorable to the City of Chelsea for any obligation of the successful bidder under any contract resulting from this Request for Proposals.

2.13 Obligation in the Event of Termination

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

2.14 Ownership of Furnishings & Equipment:

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

2.15 Anti-Boycott Warranty:

During the term of any contract resulting from this Request for Proposals, neither the successful bidder 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 interest 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.

End of Section

Section 3 Proposer Proposal Information

3.1 Proposer 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 RFP, 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 RFP. Responders may contact the person identified on the cover sheet of this RFP in the event this RFP is incomplete.

3.2 Reasonable Accommodation

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

3.3 Public Records

All proposals and information submitted in proposal to this RFP are subject to the Massachusetts Public record Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 2, Subsection 26. Any statements in the proposer's proposals inconsistent with these statutes will be disregarded.

3.4 Brand Name or Equal

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

3.5 Publicity

Any bidder awarded a contract under this RFP 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 bidder's proposal and identified as part of a contract, will not be compensated under any contract awarded pursuant to this Request for Proposals.

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

3.7 Required Contract Attachments

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

Proposal Cover Sheet- to be included as cover page of bid

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

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

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

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

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

Proposal Pricing Form- Signature required

3.8 Submitted Proposals

The City of Chelsea shall be under no obligation to return any bids or materials submitted by the bidder in proposal to this RFP. All materials submitted by bidders 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 proposer's response whether or not the proposal is selected for contract award.

3.9 Clarification of Proposal

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

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. Proposals will be evaluated and awarded based upon the most responsive and responsible proposal offering the lowest price for the service.

3.11 Rejection of Responder's Proposal

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

- Fails to adhere to one or more of the requirements
- Fails to submit its bid to the required address on or before the RFP proposals due date
- Fails to submit a bid in accordance to the format and instructions specified or to supply the minimum information requested in this RFP.
- Fails to meet unconditionally or is unable to demonstrate competence to meet the requirements of this RFP.
- Misrepresents its equipment, systems or services or provides demonstrably false information in its proposal 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 RFP Cancellation

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

3.13 No Guarantee of Purchase

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

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

3.14 Prime Contractors and Subcontractors

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

The City of Chelsea requires a single point of contact for any contract resulting from this RFP. 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 RFP and must accept full responsibility for any subcontractor's performance.

Responder's must provide a list of subcontractors, a description of each subcontractor's responsibility in regards to this contract and signed letters of agreement between the responder as the prime contractor, and its subcontractor(s) identifying their responsibilities and their relationship to the prime contractor. The prime contractor must notify each individual account (eligible entity) in writing; the name of their subcontractor both initially and when a sub contractor is changed. If a subcontractor has filed for Chapter 11 Bankruptcy or 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 RFP. Written inquiries regarding issues outside of the scope of this RFP 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 RFP.

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

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

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

3.16 Instructions for Submission of RFP Proposals

Each RFP Proposal 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 proposal to the RFP marked "ORIGINAL" and four (4) copies marked "COPY" on 8 ½ x 11 paper. The Envelope must be clearly marked "Parking **Enforcement Services**". The responder must also submit one (1) original Proposal Price Proposal the envelope should be clearly marked in the left had bottom corner "PRICE PROPOSAL".

3.17 Deadline for Submission

All proposals to this RFP are due at the address listed on the cover page and no later than the date and time listed in the Procurement Calendar.

3.18 Interviews

Interviews may be required at the City's discretion after review of the proposals. Companies to be interviewed will be provided advance notice of at least five (5) working days. Presentations should not exceed twenty (20) minutes in length and will be followed by a question and answer period.

End of Section

Section 4 Scope of Services

4.1 General Overview

The City of Chelsea is seeking to contract for services to perform its parking enforcement operations. The vendor selected will be required to hire and train personnel to perform the following activities (Plan of Service):

1. Issue parking tickets;
2. Perform maintenance of parking meter mechanisms;
3. Collection of parking meter coins;
4. Scofflaw enforcement;
5. Related computer data processing;
6. Remittance processing (lockbox) services.

4.2 SUBMISSION REQUIREMENTS:

Any responder failing to provide all of the following submission requirements will not be considered "responsive" and will be rejected.

1. Non-Price Proposal:

All non-price proposals shall include the following information:

- Name of firm(s);
- Address of firm(s);
- Name and telephone number of contact person;
- Name and address of all partners, officers and directors and other persons with an ownership interest greater than 5%;
- Names of any City officials or employees who are related to any of the partners, officers, or directors of the firm or have any ownership interest in the firm;
- A list of all projects including name, location, cost of services, date, name of owners, name of owner's representative for which services were provided (preferably within the Commonwealth) during the last three years. Identify projects as completed or underway;
- A description of the general skills of the firm;
- Resumes of principals who will be providing the services and an indication of the approximate number of hours each principal is expected to devote to this project;

- If a joint venture proposal, provide the above information for all parties to the joint venture and clearly describe the role of each party to the venture;
- Audited financial statements for the most recent fiscal year. If the most recent fiscal year concluded more than nine months ago, an interim set of financial statements should also be provided;
- Other information which will document the firm's capabilities and qualifications for the project;
- All responders shall submit all documents required by the Purchase Description, Minimum Evaluation Criteria and Comparative Evaluation Criteria (references, etc.).

2. Plan of Services:

All responders will supply a "Plan of Services" (included with the Non-Price Proposal) detailing the following: Said "Plan of Services" will be incorporated into the contract with the successful responder, following negotiations, if necessary:

The following six services (Issue Parking Tickets, Performance of Parking Meter Maintenance, Collection of Parking Meter Coins, Scofflaw Enforcement, Computer Data Processing, Residential Parking Sticker Program and Fulfillment Services, and Remittance Processing (Lockbox) Services comprise the "Plan of Service". As part of the submission package, all proposals should highlight and include this information:

i.) Issue Parking Tickets:

General Description - The vendor shall prepare and submit a plan to document the entire process for issuance of parking tickets. This plan should include the ability to issue hand-held electronic tickets along with photographs of the violation and manual parking ticket violations issued by the Chelsea Police Department. A report of tickets issued in prior three (3) years shall be available upon request.

The plan should include a staffing and training plan for management, operations, and parking enforcement; how many parking enforcement officers will be utilized, whether personnel will be full-time or part-time employees. Please see Attachment A (Staffing Plan), which is subject to modification at the discretion of the City.

A) Mandatory Requirements -

1) Hire and train personnel to issue tickets in accordance with Attachment A (Staffing Plan) which is subject to modification at the discretion of the City. The following holidays are excluded:

Holidays:

- | | |
|-----------------------|-----------------|
| a) New Year's Day | g) Labor Day |
| b) Martin L. King Day | h) Columbus Day |

- c) Presidents Day
- d) Patriot's Day
- e) Memorial Day
- f) Independence Day

- i) Veterans Day
- j) Thanksgiving Day
- k) Christmas Day

2) Provide uniforms, including but not limited to shirts, pants, necessary seasonal outdoor gear, and identifying insignia for all individuals acting as parking enforcement officers. The design and materials of all uniforms and associated equipment shall be subject to the approval of the city manager, and shall be modified or otherwise altered to the direction of the city manager without cost to the city.

3) Provide communications for each parking enforcement officer by either two-way radios or cellular phones between the parking enforcement officers, the Parking Clerk and the Police Department for safety purposes.

4) Provide formal training for each parking enforcement officer as to how to recognize parking violations and issue tickets. Such training should be at least eight hours in length and involve both classroom and street instruction.

5) Provide formal training for each parking enforcement officer as to how to conduct themselves with the public, especially in situations when the public is offensive, challenging, rude, abusive and threatening. Such training should be at least eight hours in length and involve role playing.

6) Provide for adequate replacements when parking enforcement officers are absent from duty. Such replacements must meet the minimum training requirements specified in requirements #4 and #5 above.

7) Provide parking enforcement officers that have recently passed a medical examination showing that they are capable of walking outdoors in all kinds of weather for as long as eight hours a day.

8) Provide a sufficient supply, as determined by the parking clerk in conjunction with the vendor, of manual parking tickets in a form approved by the parking clerk.

9) Provide a sufficient number of employees who possess a valid motor vehicle operator's license and can act as mobile parking enforcement officers utilizing the city's automobile fleet designated for this purpose. Such employees and all operators must not have been the operator of a vehicle at fault in an accident where bodily injury occurred within the past five years.

10) Provide a minimum of six electronic hand-held parking ticket devices, including camera-ready capability, for day and night time enforcement.

11) City shall be able to adjust staffing levels, and the number of vehicles utilized based on recommendations, standard operating reports, and/or productivity reports from the vendor specifically to include reductions in force, or overall operation if necessary. At any time during the period of this contract, and with thirty (30) days' notice to the vendor, such reductions, and their price consequences, will be made without an adjustment to the contract itself.

12) Vendor personnel shall not be allowed to void tickets once issued.

B) Desirable Requirements -

1) That the parking enforcement officers employed for this program be residents of the city of Chelsea.

2) That the parking enforcement officers employed for this program represent the diverse ethnic, national racial and gender of the population of the city of Chelsea as a whole.

3) That the vendor has an employee incentive/award program for the parking enforcement officers that recognize outstanding performance, lack of absenteeism, productivity, etc.

4) That parking enforcement officers have opportunities for full-time employment in order to promote retention.

ii.) **Perform maintenance of parking meter mechanisms:**

General Description - The vendor shall describe the meter maintenance plan that will be implemented for approximately 557 Duncan and MacKay mechanical and digital parking meters owned by the City. This plan should describe the ongoing maintenance plan as well as the plan to respond immediately to citizen complaints of parking meters that are out of order.

The City has approximately 557 Duncan and MacKay mechanical and digital parking meters in operation at a \$.25 per thirty (30) minute rate, \$.05 for additional six (6) minutes; \$.10 for additional twelve (12) minutes. Vendor has capability to adjust meters if rates are modified.

The type of meter currently used by the City is subject to change, if the City buys and install new or different meters.

A) Mandatory Requirements -

1) That the vendor provide, at the commencement of the contract, a trained individual whose responsibility is to maintain approximately 557 Duncan and MacKay mechanical and digital parking meters in good working condition. Training should be conducted by

the parking meter manufacturer or individuals deemed qualified by the meter manufacturer.

- 2) That the person(s) primarily responsible for the upkeep and maintenance of the parking meters be trained as a parking enforcement officer, qualified to issue parking tickets.
- 3) That the vendor provide a plan whereby each meter is visually checked a minimum of once weekly to determine its working condition.
- 4) That the vendor provide a plan whereby the City's 557 parking meters maintain a 90% or better working condition on a daily basis.
- 5) That the vendor's meter repair person carry a means of two-way communication with the Parking Clerk at all times so that he or she can immediately respond to requests by the Parking Clerk to check the condition of specific parking meters.
- 6) That the vendor provide a plan whereby all parking meters are checked at least once monthly on non- usage days so that the timing mechanism can be examined for proper working condition.
- 7) That the individual designated as the Parking Meter Repairman shall only be paid as such when engaged in meter maintenance and repair, and shall be paid as a Parking Enforcement Officer when engaged in the duties of that position.

iii.) **Collection of Parking Meter Coins:**

General Description - The vendor shall describe the frequency in which the meters will be emptied and what measures will be taken to insure that no pilferage exists. This description shall also include safety and security measures that insure the employee's safety.

The City utilizes a "closed" collection system for all parking meters. Upon collection of the coins from the meters, the canister is brought to the City Collector's Office for counting and deposit.

The City wishes to know the weekly dollar volume of coins collected by zone (routes).

The City may wish to have the vendor conduct a space utilization report every six (6) months.

A) Mandatory Requirements -

- 1) That the vendor provide staff to collect the parking meter coins at least once weekly and deliver these coins to the City Collector's Office.

2) That the person(s) primarily responsible for collecting meter coins also be trained and qualified to issue parking tickets whenever appropriate in the normal performance of their duties. That such an employee be adequately bonded for handling money and that the vendor provide a means for the City to claim for lost monies through theft or loss in the event such circumstances should occur.

3) That the vendor assures that accurate records are maintained as to the collection amounts from each route (zone) on a weekly basis. A specification of the routes (zones) is attached as Attachment C.

4) That the vendor provide for safety and security measures that insure the safety of all individuals involved in the collection process.

5) That the vendor provide for a plan that insures that pilferage from the meters cannot be accomplished even though the City's meters operate a "closed" collection canister system.

6) That the person(s) performing meter collections be equipped with two-way communication to provide for emergency calls to the police if necessary.

7) That the person(s) collecting meter coins also be able to perform minimum meter maintenance to unjam meters and correct minor problems with faulty meters.

B) Desirable Requirements -

1) That such an employee not have been convicted of a crime in the past ten years.

2) That such an employee is at least twenty-one years of age.

iv.) **Scofflaw Enforcement:**

General Description – The vendor shall prepare and submit a plan on notice and collection of parking violations issued and outstanding beyond the allotted twenty-one (21) days. This plan should also include how the backlog of unpaid parking tickets that already exists can be collected.

A) Mandatory Requirements -

1) That the vendor issue notices to delinquents that have not paid tickets within the allocated twenty-one (21) days. Such notices should be issued monthly and include the penalty fee for non-payment. Vendor assures City that all outstanding postings prior to due date will be assessed prior to delinquent notices issued and penalty fees assessed.

2) That the vendor issue notices to delinquents that have five (5) or more unpaid tickets stating that they are subject to the City's tow and hold policy. Such notices should be issued monthly and include all penalty fees.

3) That the vendor issue notices of non-renewal to delinquents prior to requesting a mark at the Registry. Such notices should state that if all amounts are not paid within fifteen days that their license and registration will be marked for non-renewal by the Registry of Motor Vehicles.

4) That the vendor interface with the Registry of Motor Vehicles on a daily basis to mark vehicle registrations and licenses for non-renewal for non-payment of parking tickets. The vendor should also be capable of interfacing with the Registry to clear marks according to the guidelines published by the Registry of Motor Vehicles.

5) That the vendor have the capability of obtaining mailing addresses that are more current than those provided by the Registry of Motor Vehicles which have resulted in undeliverable mail because of moves, etc.

6) That the vendor have the capability of notifying out-of-state vehicle owners of their non-payment ticket status including New Hampshire, Rhode Island, Connecticut, Maine, Vermont and New York.

7) That all parking enforcement officers be equipped with a two-way radio or cellular phones whereby they can communicate to the parking enforcement officers, the Parking Clerk, and the Police Department any vehicles that they have identified with five (5) or more unpaid tickets in order to initiate a tow or to call for help when their safety is threatened.

8) That all parking enforcement officers be equipped with an electronic ticket device whereby they can immediately identify registrations that have five (5) or more unpaid tickets with the City of Chelsea. All electronic hand-held parking ticket devices must be updated every day with file changes occurring within the past twenty-four hours.

9) That the postage cost of all notices sent by the Vendor shall be invoiced to the City without mark-up.

B) Desirable Requirement:

1) That the vendor have the capability to link the parking ticket system with the city's motor vehicle excise tax system for the purpose of identifying vehicle registrations that have amounts owed in both systems.

2) That the vendor have the capability of notifying vehicle owners of the following states of their non-payment ticket status: New Hampshire, Vermont, Rhode Island, Connecticut, Maine, and New York.

v.) **Computer Data Processing:**

General Description – The vendor shall describe the data processing capability available to support ticket issuance and the residential parking program. This description shall include the hardware that will be utilized, the features and capability of the application software and how much training will be needed for the City of Chelsea personnel to effectively use the system. The City will retain ownership to any and all photograph taken on the handhelds.

A) Mandatory Requirements –

- 1) All designated Up to ten computers (subject to increase at City's discretion at no additional charge) in the City Collector's Office be serviced by software or web-based application that will allow access to the residential parking program and all parking tickets owed for the same person and/or vehicle registration.
- 2) Up to ten computers (subject to increase at City's discretion at no additional charge) in the Parking Clerk's Office be serviced by software or web-based application that will allow access to residential parking program and all parking tickets upon demand and print the history of multiple tickets for a single registration
- 3) That the Collector have the capability of printing Certified Receipts for the Registry of Motor Vehicles upon receipt of payment for all overdue parking tickets. Vendor shall have the capacity to accept telephone requests from the Parking Clerk and City Collector staff for electronic clearances.
- 4) That the vendor interface with the Registry of Motor Vehicles on a daily basis to obtain names and addresses for vehicle registrations that have unpaid tickets.
- 5) That the vendor have the capability of entering all ticket information created each day into the online computer database no later than 8:00 a.m. the next workday after receipt of the information.
- 6) That the vendor have online access directly to the Registry of Motor Vehicles for the purposes of inquiry, performing immediate "marks" and performing mark "clears" which are processed daily.
- 7) That the vendor have the capability of providing reports indicating the payment history of tickets issued, tickets with outstanding balances, and tickets "marked" by the Registry.
- 8) That the vendor shall provide all training necessary to educate the Parking Clerk and City Collector staff in the use of the system.

9) That the vendor have the capability of providing detailed reports indicating the number of tickets issued, including violation codes, from any selected start date to any selected end date.

10) That the vendor have the capability of providing reports indicating the payment history of tickets issued. The City is interested in tracking payments for those who pay within the following time periods:

- | | |
|---------------------|-----------------------------|
| a) 5 days of issue | d) 30 days of issue |
| b) 10 days of issue | e) 60 days of issue |
| c) 21 days of issue | f) 90 or more days of issue |

11) That the City have online processing access and ability for the entire system.

12) As needed, that the vendor provide bi-lingual written announcements explaining the system and associated fines for the citizens of Chelsea for publication in the local newspapers.

B) Desirable Requirements

1) That the vendor be capable of tracking the number of tickets written, including code violations, for each route and have the capability to suggest realignment of routes based on this statistical information.

2) Residents be able to pay parking tickets and purchase permits online.

3) The City desires to have the ability to make language and format changes to the website.

4) The City desires the vendor to have the ability to integrate their payment platform to match the City's platform. This may include payment kiosks in the City.

vi.) Remittance Processing (Lockbox) Services:

General Description - The vendor shall describe the remittance processing (lockbox) services that will be used to process payments for this project. This description shall include the schedule of when payments are picked up for processing and the frequency of bank deposits. This must include the capability for online payment for parking violations. The system shall provide reporting capability for effective reconciliation of all outstanding receivables. Commitment statements shall be delivered on the last day of each month

A) Mandatory Requirements -

1) That the vendor shall collect payments from this box on a daily basis no later than 10:00 a.m., all checks shall be sent via UPS or Federal Express for next day receipt by the

City, and all payments shall be posted against the tickets by 8:00 a.m. the next business day. If vendor does not post by the next day, City will not be responsible for any costs.

2) To facilitate and encourage the use of lockbox services, the vendor will insert a return pre-addressed envelope with the post office box number for each mailing of twenty-one (21) day notices, tow and hold notices, and notices of non-renewal and confirmation of non-renewal notices.

3) In addition to the requirements of section VI.A.7 the vendor will provide such reports to the City on a daily and/or monthly basis showing the detailed credit of payment received, as required by the City. Such reports should also be capable of summary date, including outstanding receivables, on a weekly and monthly basis, as required by the City.

4) Each of the vendor's employees that are involved with the handling of parking ticket payments shall be adequately bonded and evidence of such bond shall be made available to the City of Chelsea.

B) Desirable Requirements -

1) That the vendor make an image copy of all checks on appropriate media or online in order to respond to City inquiries.

vii.) **Resident Parking Sticker Program and Fulfillment Services**

A) Mandatory Requirements -

1) That the vendor shall have permit management software with capability of issuing and tracking residential parking stickers and permits on designated stock as described in Attachment B, which must include ability to convert the City's current permit database; must have electronic handheld devices compatible with license/permit issuance file; must offer fulfillment for permit and sticker issuance, including letter printing, envelope stuffing, and mailing; must issue notices pertaining to residential parking program at the direction of the Parking.

3. Non-Price Proposal Minimum Requirements:

Proposals at minimum must address and meet the following criteria:

1. Experience: Responders must show that they have experience in performing services for municipalities. Responders should provide the names of three other cities and/or towns comparable to the size of Chelsea (off. pop. approx. 35,088) that the responder has serviced for a minimum of five years. Responders should also provide the names of three other cities and/or towns where the responder has been required to interface with the Registry of Motor Vehicles for a minimum of three years in obtaining registered owner(s) names and addresses, and initiating Registry "marks"

and "clears." Responders should also provide the names of two other cities and/or towns that the responder has provided the services similar in nature to those described in this RFP for a minimum of two years.

2. Start Date: Service must commence no later than January 1, 2015; training if required, to be completed by December 1, 2014.

3. Mandatory Requirements: Vendor shall be able to provide all of the mandatory requirements as described in this RFP.

4. Vendor's Software: Proposed software must be designed for use by personnel who are not highly trained technicians. The City may require a demonstration of the software in order to determine whether or not it is acceptable.

5. Financial Condition: The vendor's financial condition should be stable and in good health as evidenced by its most recent audited financial statements and statement to such effect from auditor to be included in bid specification.

6. Completeness: Vendors must respond completely to all sections of this RFP.

4. Price Proposal:

Vendors must meet the following minimum criteria in developing their PRICE PROPOSAL (with the attached PRICE PROPOSAL form).

i) Staffing:

Determine an hourly rate, and the number of hours that the City will be charged for each of the following positions/roles;

- Parking Enforcement Officer (PEO)
- Supervisory Personnel
- Management Personnel
- Meter Repair Technician
- Meter Collection Personnel

These hourly rates should include the costs of the following:

- a) Employees actual wages.
- b) Employer's F.I.C.A. for each employee.
- c) Any employer's benefits, such as, health, dental or life insurance coverage.
- d) The cost of uniforms and seasonal weather gear.
- e) The cost of portable two-way communications (either radio or cellular phone).

- f) Any training conducted in the classroom or on the street to qualify the person as capable of performing the duties of a parking enforcement officer.
- g) The cost of any medical examination, newspaper help wanted ads or any other costs that are expended to qualify applicants for the position of parking enforcement officer.
- h) Worker's compensation insurance, as required by the Commonwealth of Massachusetts.
- i) Any premiums paid to the vendor's employees for overtime work or weekend work, employee awards, bonuses, etc.
- j) Union dues or any other costs to secure employment.

ii) Scofflaw Enforcement (Cost of Backlog Tickets):

- ***Assume a total backlog of ticket collections at \$50,000; 90% Marked; 10% Unmarked. Combine Charges***

The cost of delinquency notices for all tickets issued after the vendor commences services for the City of Chelsea will be included in the cost per ticket, the City will pay a fixed cost per ticket for the collection of overdue amounts greater than five years old. The vendor shall incur all costs with collecting the City's backlog of tickets to include but not limited to the following:

- a) All preprinted forms and envelopes;
- b) All postage;
- c) All data processing expenses;
- d) All expenses paid to the Registry of Motor Vehicles;
- e) All expenses paid to obtain more accurate mailing addresses;
- f) All personnel costs;
- g) All software development costs, etc.

iii) Computer Data Processing (Cost of New Tickets):

- ***Assume 45,000 new tickets issued per year***

Determine a unit cost per ticket that the City will be charged for each parking ticket processed. The unit cost will be a fixed cost that includes all of the following costs for however long the ticket remains in the computer system:

- a) Processing all parking tickets issued by the vendor's parking enforcement officers, supervisors, managers, etc., to include data entry and any changes.
- b) The cost of obtaining registered owner(s) names and addresses from the Massachusetts Registry of Motor Vehicles or any other state Registry.
- c) The cost of obtaining updated registered owner(s) mailing addresses and out of state registrations if obtained from sources other than the Registry of Motor Vehicles.
- d) Processing all manual and automated parking tickets issued by the City of Chelsea Police Department.
- e) The cost of production and delivery of standard reports needed to manage the parking enforcement program.
- f) All custom preprinted forms and envelopes used in the parking ticket software.
- g) The production of all delinquency notices to include twenty-one (21) day notices, tow and hold notices, notices and non-renewal, and confirmation of non-renewal notices.
- h) The annual maintenance and/or license fees, if applicable.

iv) Cost of Three (3) Part Ticket, Stock & Envelopes:

- *Assume 3,000 manual tickets written per year*

The cost of purchasing three-part parking violation tickets that contain a self-mailing envelope; electronic hand-held parking violation ticket equipment, including camera-ready capacity, and a self mailing envelope, approved by the Parking Clerk. The supply should be in sufficient number to have adequate supply for field operations and backup.

v) Residential Sticker Fulfillment

- *Assume 18,000 residential stickers and 2 sets of 200 non-residential stickers*

The cost of purchasing three-part parking violation tickets that contain a self-mailing envelope; electronic hand-held parking violation ticket equipment, including camera-ready capacity, and a self-mailing envelope, approved by the Parking Clerk. The supply should be in sufficient number to have adequate supply for field operations and backup.

vi) Remittance Processing (Lockbox) Services & Courier:

- a. *Assume 45,000 lockbox transactions per year*

Determine the unit cost that the City will be charged for each payment processed. This cost should include the following:

- a) The cost of any courier or delivery services;

- b) The cost of sorting mail, opening the envelopes, and removing their contents;
- c) The cost of performing data entry services to update the account to reflect payments received;
- d) The cost of providing adequate bonding for employees that are involved in processing the City's payments;
- e) The cost of making deposits to the City's bank provided that such bank has an office in the City of Chelsea or is mutually agreed upon by the City and vendor.

Other Costs:

The City of Chelsea desires to pay for the services requested in this RFP through hourly personnel costs or unit costs as identified in Section I through VII. Except the potential cost of office space, as provided in APPENDIX A (Responsibilities of Contracting Parties), only one other cost is acceptable and qualifies for payment under this program - Postage Costs:

The City requires that the vendor incur all costs for mailing notices to delinquents for the purpose of collecting parking ticket fines and penalties. Postage costs that the vendor may incur as a normal course of business to communicate between itself and the City or any other agency do not qualify for reimbursement. Postage incurred for the mailing of the following notices will qualify for reimbursement with any other postage reimbursement, provided such notice schedule and estimated postage costs is authorized by the Parking Clerk and the actual expense is documented to the City:

- a) Demand notices to delinquents that parking tickets were not paid within twenty-one (21) days of issue;
- b) Tow and hold notices to delinquents who have five or more tickets outstanding and are subject to the City's tow and hold policy;
- c) Non-renewal warning notices to delinquents who will be marked at the Registry of Motor Vehicles for non-renewal of license and registration, if not paid in full within ten days;
- d) Confirmation notices to delinquents that they are marked for non-renewal of license and registration by the Registry of Motor Vehicles;
- e) Warning notices sent to delinquents that they will not be able to register their vehicle or renew their license due to outstanding ticket(s) owed to the City of Chelsea.

4.3 Selection Criteria

The City will make its selection based on its evaluation of all submitted material, reputation in the marketplace, reference checks, interviews and price. The City is under no obligation to accept the lowest price and does reserve the right to reject any or all proposals if it deems that to be in the best interest of the City. The City will consider all available data including, but not limited to the following:

1. Experience of Responder
2. Reputation of Responder
3. References of responder
4. Interview
5. Price proposal
6. Responsiveness to meeting City needs.

4.4 Evaluation Criteria

Proposals will be evaluated in conformance with the Commonwealth's procurement statutes (M.G.L.Ch. 30B). The following criteria reflect the City's objective which is to contract with a reliable and experienced vendor.

Responders will be evaluated on the basis of the following comparative criteria. The proposer with the highest comparative rating will be selected, if submitted with an acceptable price proposal. The City will select the most advantageous overall proposal, which need not necessarily be the lowest cost proposal.

Comparative criteria will be rated pursuant to the following categories: **Highly Advantageous, Advantageous, Not Advantageous, and Unacceptable.**

1. Firm's general experience

Highly Advantageous Over ten (10) years experience providing similar parking enforcement services, to communities of similar size and complexity

Advantageous More than five (5) less than ten (10) years experience providing similar parking enforcement services, to communities of similar size and complexity

Not Advantageous Less than five years experience providing similar parking enforcement services, to communities of similar size and complexity

Unacceptable No experience providing similar parking enforcement services

2. Plan of Service – Issue Parking Tickets

Highly Advantageous The proposer's plan of service is thorough and comprehensive in addressing the City's needs; includes all mandatory requirements and all desirable requirements

Advantageous The proposer's plan of service attempts to address the City's needs; includes all mandatory requirements and some of the desirable requirements

Not Advantageous The proposer's plan of service is inadequate; includes some mandatory requirements and some of the desirable requirements

Unacceptable The proposer's plan doesn't address the City's needs; is lacking the mandatory requirements and does not address any of the desirable requirements

3. Plan of Service – Perform Maintenance of Parking Meter Mechanisms

Highly Advantageous The proposer's plan of service is thorough and comprehensive in addressing the City's needs; includes all mandatory requirements and all desirable requirements

Advantageous The proposer's plan of service attempts to address the City's needs; includes all mandatory requirements and some of the desirable requirements

Not Advantageous The proposer's plan of service is inadequate; includes some mandatory requirements and some of the desirable requirements

Unacceptable The proposer's plan doesn't address the City's needs; is lacking the mandatory requirements and does not address any of the desirable requirements

4. Plan of Service – Collection of Parking Meter Coins

Highly Advantageous The proposer's plan of service is thorough and comprehensive in addressing the City's needs; includes all mandatory requirements and all desirable requirements

Advantageous The proposer's plan of service attempts to address the City's needs; includes all mandatory requirements and some of the desirable requirements

Not Advantageous The proposer's plan of service is inadequate; includes some mandatory requirements and some of the desirable requirements

Unacceptable The proposer's plan doesn't address the City's needs; is lacking the mandatory requirements and does not address any of the desirable requirements

5. Plan of Service – Scofflaw Enforcement

Highly Advantageous The proposer's plan of service is thorough and comprehensive in addressing the City's needs; includes all mandatory requirements and all desirable requirements

Advantageous The proposer's plan of service attempts to address the City's needs; includes all mandatory requirements and some of the desirable requirements

Not Advantageous The proposer's plan of service is inadequate; includes some mandatory requirements and some of the desirable requirements

Unacceptable The proposer's plan doesn't address the City's needs; is lacking the mandatory requirements and does not address any of the desirable requirements

6. Plan of Service – Computer Data Processing

Highly Advantageous The proposer's plan of service is thorough and comprehensive in addressing the City's needs; includes all mandatory requirements and all desirable requirements

Advantageous The proposer's plan of service attempts to address the City's needs; includes all mandatory requirements and some of the desirable requirements

Not Advantageous The proposer's plan of service is inadequate; includes some mandatory requirements and some of the desirable requirements

Unacceptable The proposer's plan doesn't address the City's needs; is lacking the mandatory requirements and does not address any of the desirable requirements

7. Plan of Service – Remittance Processing (Lockbox) Services

Highly Advantageous The proposer's plan of service is thorough and comprehensive in addressing the City's needs; includes all mandatory requirements and all desirable requirements

Advantageous The proposer's plan of service attempts to address the City's needs; includes all mandatory requirements and some of the desirable requirements

Not Advantageous The proposer's plan of service is inadequate; includes some mandatory requirements and some of the desirable requirements

Unacceptable The proposer's plan doesn't address the City's needs; is lacking the mandatory requirements and does not address any of the desirable requirements

8. Plan of Service – Resident Parking Sticker and Fulfillment Services

Highly Advantageous The proposer's plan of service is thorough and comprehensive in addressing the City's needs; includes all mandatory requirements and all desirable requirements

Advantageous The proposer's plan of service attempts to address the City's needs; includes all mandatory requirements and some of the desirable requirements

Not Advantageous The proposer's plan of service is inadequate; includes some mandatory requirements and some of the desirable requirements

Unacceptable The proposer's plan doesn't address the City's needs; is lacking the mandatory requirements and does not address any of the desirable requirements

9. Overall Proposal

Highly Advantageous The proposal is exceptional. Well written, detailed, addresses all the City's requirements (mandatory and desirable) in all aspects

Advantageous The proposal is above average. Well written, addresses most the City's requirements (mandatory and desirable)

Not Advantageous The proposal is below average. Poorly written, unclear, not focused, fails to address most of the City's requirements

Unacceptable The proposal is poor. Sloppy, unclear, fails to address the City's requirements

End of Section

CITY OF CHELSEA

REQUIRED PROPOSAL SUBMITTAL FORM

REFERENCE FORM

Responder: _____

Title of Project: Parking Enforcement Services

Responder must provide references for:

All contracts performed within the past five years of similar size and scope to this contract

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

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

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

Responder Information Form

Parking Enforcement Services

(To be first page of Proposal)

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:

Price Proposal Form
Parking Enforcement Services

Company Name: _____

The undersigned acknowledges receipt of addenda numbered: _____

The Price Proposal shall be sealed in a separate envelope from the Technical Proposal and then attached to the envelope containing the Proposal.

Price Proposal Form Cont.
Parking Enforcement Services

<u>A.) Staffing Costs</u>	Hourly Rate		Estimated Number of Hourly per Week		Weeks	Annual Total
Parking Enforcement Officer (estimate 12 PEO's at 24 hours/week each)	\$	x	24	x	52	
Supervisory Personnel	\$	x		x	52	
Management Personnel	\$	x		x	52	
Meter Repair Technician	\$	x		x	52	
Meter Collection Personnel	\$	x		x	52	
Staffing Subtotal						\$

B.) Scofflaw Enforcement (cost per notice)

\$ _____

C.) Computer Data Processing (cost per ticket)

\$ _____

D.) Three Part Ticket, Stock and Envelope (per ticket)

\$ _____

E.) Lockbox Services (cost per payment processed)

\$ _____

F.) Residential Parking Sticker Program and Fulfillment Services (total cost)

\$ _____

G.) Other Costs (please list each separately, if applicable)

\$ _____

H.) Cost to user to pay tickets online (the convenience charge)

\$ _____

for comparison purposes only; may factor into decision of award

Grand Total (a+b+c+d+e+f+g)	\$ _____
------------------------------------	----------

Signature

Date

Title

APPENDIX A: Responsibilities of Contracting Parties

Provided for informational purposes only. Both parties are responsible for each activity or obligation contained in the body of the contract and bid specifications.

I. RESPONSIBILITIES OF THE CITY OF CHELSEA

1. To provide adequate office space for the vendor to conduct the operations of this program. To provide adequate office space for the location of computer equipment, storage of forms, storage of spare meter parts, storage of old tickets, storage of spare meter mechanisms, space for all parking enforcement officers to sign-in and sign-out and for the supervisor and/or manager to conduct normal business. In the event that the City is unable to provide such space within a municipal building, the vendor shall, with the prior written approval of the City, contract for such space. The cost of such contract, and associated non-cellular telephone service, shall be passed on to the City in the regular course of business through the invoices of the Vendor without mark-up. The City will not be responsible for any equipment and/or office space damages beyond normal wear and tear.
2. To provide spare parts for broken parking meters so that on-site maintenance can be performed.
3. To receive payments for parking fines for those persons who choose to pay in person at the City of Chelsea Collector's Office.
4. The purchase of any meter parts that require rate changes or other functional changes to the parking meters.
5. To relocate parking meters from one post to another, the painting of yellow curb lines, painting of white parking boundary lines and erection of parking control signs.
6. To provide conduits and installation of computer cables within city hall that run between offices of the Parking Clerk, Collector and the Vendor.
7. To provide three parking enforcement vehicles and one van, gasoline, and maintenance on the vehicles.

II. RESPONSIBILITIES OF THE VENDOR

1. To provide adequately trained personnel in the issuance of parking tickets on a daily basis 8:00a.m. - 6:00 p.m., Monday through Saturday, holidays excluded and 12:00 a.m. to 5:00 a.m., Monday through Sunday, holidays excluded.
2. To provide adequately trained personnel whose duties shall include un-jamming inoperative meters, performing routine meter maintenance to the

extent of his/her abilities and to issue parking tickets whenever the opportunity arises during the normal course of the workday.

3. To provide adequately trained personnel whose duties shall include the collection of meter coins and delivery of these collections to the City Collector's Office.
4. To provide uniforms for the parking enforcement officers as approved by the City of Chelsea. Such uniforms shall include cold weather coats and rain gear.
5. To provide for all software or web-based applications to service the Parking Clerk and the Collector's Office.
6. To perform data entry services for all tickets, voids, payments, address changes, etc. as provided by the Parking Clerk and Collector.
7. To provide for all stock paper and pre-printed forms and all envelopes.
8. To provide for all Registry of Motor Vehicle costs.
9. To interface with the Registry for all names and addresses, marks, mark clears, etc.
10. To provide an adequate supply of manual and automated parking tickets for parking enforcement staff and Chelsea Police Department. The City will not be held responsible for any fees incurred due to ticket order errors/miscalculations by Vendor.
11. To provide two-way radios or cellular phones for all parking enforcement officers and the Parking Clerk.
12. To provide reports as needed by the Parking Clerk to assist in the performance of his/her duties.
13. To provide complete data processing software for the accounts receivable accounting functions and delinquent notice requirements of parking violations in accordance with the Commonwealth's statutes and the City of Chelsea ordinances.
14. To provide management expertise to advise the City on recommended changes and improvements in the program. To provide such additionally skilled and unskilled employees as may be necessary to undertake such program improvements.

15. To provide the Parking Clerk with access to all photographs taken by electronic hand-held ticket equipment.

Attachment B: Resident Parking Sticker Program and Fulfillment Services

Overview of Sticker Fulfillment:

The City of Chelsea is seeking qualified vendors to provide Parking Fulfillment Services. Parking Fulfillment Services including, but not limited to, the following services;

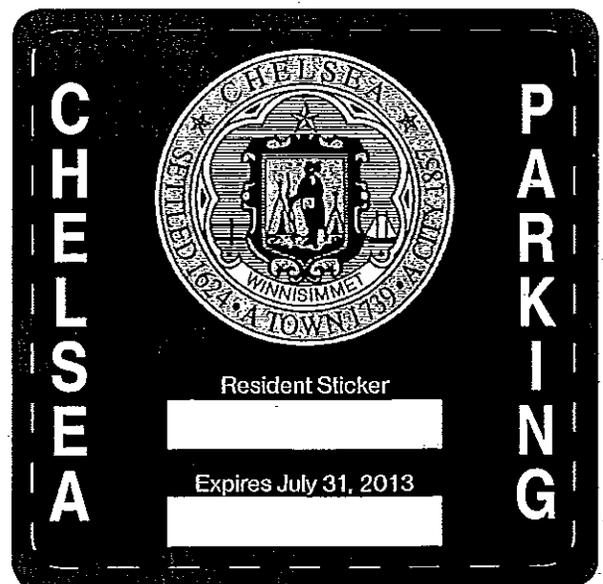
1. Printing and Mailing of all required parking stickers (the City currently uses three different stickers as part of the City's Parking Program) – All stock must be printed and ready for delivery by June 20, 2015.
 - Residential Parking Stickers, with Expiration date of July 31, 2016.
 - Approximately 18,000 will be mailed out June 30, 2015, directly to Eligible Chelsea Residents.
 - An additional 2,000 to be delivered to City Hall for office use on or before June 20, 2015.
 - Two (2) sets of Non-Resident Stickers, with no Expiration date. Each set to be a different color.
 - Approximately 200 each, to be delivered to City Hall for office use on or before June 20, 2015.
2. Stuffing of all envelopes to identify mailing as coming from the "City of Chelsea"
 - Note the City will provide all envelopes necessary.
3. All associated cost, including but not limited to;
 - Postage
 - Handling charges
 - Labor
 - Associated material charges
 - Freight

ATTACHMENT B

SPECIFICATIONS:

Integrated Sticker Stock

- Size: 8 ½" x 11"
- Quantity: 20,000
- Stock: 28lb, White Laser Bond
- Inks: 2 color
- Decal: 2 ¾" square with face adhesive printed with UV resistant inks
- Laser receptive die cut window for customization
- Placement of decal must align with Permit Software print program
- Duplex pre-print: language printed on both sides



ATTACHMENT B SAMPLE - FRONT



City of Chelsea
PARKING DEPARTMENT
500 Broadway
Chelsea, MA 02150

Date:
Account Number:
Permit Number:

Dear Resident:

Effective February 1, 2013, a city-wide residential parking program for all City of Chelsea vehicle owners will commence, replacing the prior residential parking program. This program will allow the City to maintain availability of on-street parking in an efficient and fair manner, ensuring uniform enforcement of the parking program.

Annually, every owner of a legally registered vehicle in the City of Chelsea has no outstanding municipal charges relating to ownership of a vehicle (parking tickets, moving violations, excise tax or others), must acquire a residential parking sticker from the City Clerk's Office.

Under the above terms, the City of Chelsea records indicate you are eligible for a Residential Parking Sticker. The attached Residential Parking Sticker is valid through July 31, 2013. Please note that at this time the parking sticker is free of charge; however, effective August 1, 2013, you will be charged a fee for obtaining a sticker for the period of August 1, 2013 through July 31, 2014.

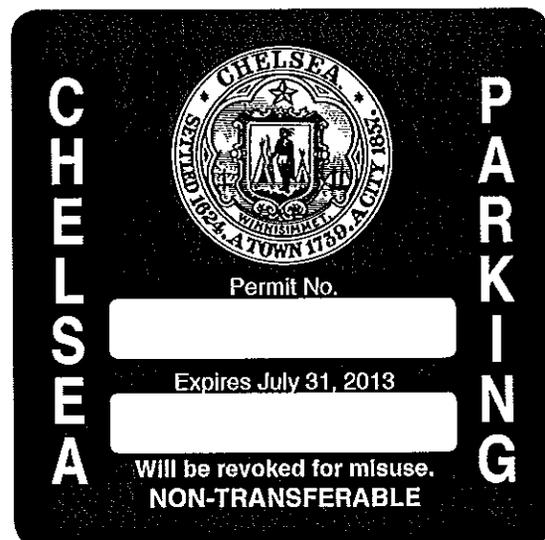
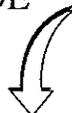
A copy of the Citywide Parking Regulations is available at the City Clerk's Office and/or online at: http://www.chelseama.gov/Public_Documents/ChelseaMA_Clerk/parking_docs/. You are strongly encouraged to review said regulations for hours of enforcement and additional information not included in this communication. If you have any questions, please feel free to contact Jeannette Cintron, Assistant Parking Clerk, at 617-466-4054.

Very truly yours,

Deborah A. Clayman
City Clerk/Parking Clerk

/dac

REMOVE
PERMIT
FROM
REVERSE
SIDE



CITY OF CHELSEA CITYWIDE RESIDENTIAL PARKING PROGRAM

ADDITIONAL PARKING PROGRAM INFORMATION

VISITOR PARKING PASSES:

Two (2) visitor parking passes per household may be purchased for \$10 per year, valid through July 31, 2013. Visitor passes are intended for use of guests of a particular household. NO PERSON SHALL ALTER IN ANY WAY, SELL, OFFER FOR SALE, OR GIVE A VISITOR PASS TO ANOTHER HOUSEHOLD. Each visitor parking pass will allow a total of fifty-two (52) visits a year and may only be used once a week. The visitor parking pass shall be valid in a loosely defined zone of approximately five (5) city blocks from the address listed on the pass. ▲ user of a visitor pass must color in the box corresponding to the date of use and place the pass on the driver's side front dashboard visible to parking enforcement officers.

OTHER PARKING PASSES:

Please note that in accordance with the Citywide Parking Regulations the following additional stickers and/or passes are available to all non-residents for any entity that is in good standing with the City of Chelsea:

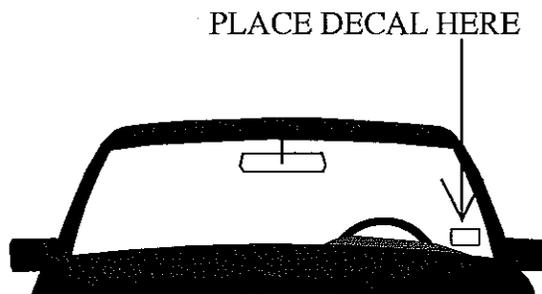
- General Non-Residential Parking Sticker (\$300 for a six (6) month period or any part thereof)
- Business Parking Sticker (\$300 for a six (6) month period or any part thereof)
- Caregiver Parking Pass valid for two (2) consecutive hours only and cannot be used at the same address for more than two (2) hours in a twenty-four (24) hour period (no fee)
- Landlord Parking Sticker (\$50 for a six (6) month period or any part thereof)
- Landlord Visitor Parking Pass for fifty-two (52) visits during a six (6) month period (\$10 for a six (6) month period or any part thereof)
- Trade/Craft Contractor Parking Pass (\$5 a day for a daily pass; \$15 a week for a weekly pass; or \$30 a month for a monthly pass)

↓ PEEL HERE TO REMOVE ↓

Place on the interior driver's side front windshield, lower left corner.
(Apply to clean, dry surface only)

RENEW BY 7/31/2013

If you move or dispose of this vehicle,
please contact the Chelsea Parking Clerk
at 617-466-4054



ATTACHMENT C

COLLECTION ZONES

<u>Meter</u>	<u>No.</u>	<u>Street</u>	<u>Duration</u>	<u>Route</u>
1	136	BROADWAY	2.00	
2	136	BROADWAY	2.00	
3	142	BROADWAY	2.00	
4	142	BROADWAY	2.00	
6	148	BROADWAY	2.00	
7	154	BROADWAY	2.00	
8	154	BROADWAY	2.00	
9	158	BROADWAY	2.00	
10	158	BROADWAY	2.00	
11	162	BROADWAY	2.00	
12	162	BROADWAY	2.00	
13	168	BROADWAY	2.00	
14	168	BROADWAY	2.00	
15	178	BROADWAY	2.00	
16	178	BROADWAY	2.00	
17	180	BROADWAY	2.00	
18	186	BROADWAY	2.00	
19	210	BROADWAY	2.00	
22	214	BROADWAY	2.00	
23	214	BROADWAY	2.00	
24	216	BROADWAY	2.00	
25	222	BROADWAY	2.00	
26	222	BROADWAY	2.00	
27	226	BROADWAY	2.00	
28	226	BROADWAY	2.00	
29	14	EVERETTE AVE	2.00	
30	14	EVERETTE AVE	2.00	
31	16	EVERETTE AVE	2.00	
32	18	EVERETTE AVE	2.00	
33	18	EVERETTE AVE	2.00	
34	24	EVERETTE AVE	2.00	
35	24	EVERETTE AVE	2.00	
36	17	EVERETTE AVE	2.00	
37	17	EVERETTE AVE	2.00	
38	15	EVERETTE AVE	2.00	
39	15	EVERETTE AVE	2.00	
40	15	EVERETTE AVE	2.00	
42	9	EVERETTE AVE	2.00	
43	7	EVERETTE AVE	2.00	
44	7	EVERETTE AVE	2.00	
45	5	EVERETTE AVE	2.00	
46	5	EVERETTE AVE	2.00	
47	260	BROADWAY	2.00	
48	262	BROADWAY	2.00	
49	262	BROADWAY	2.00	
52	1	THIRD ST	2.00	
53	1	THIRD ST	2.00	
54	1	THIRD ST	2.00	
55	1	THIRD ST	2.00	

ATTACHMENT C

56	1 THIRD ST	2.00
57	272 BROADWAY	2.00
58	272 BROADWAY	2.00
60	280 BROADWAY	2.00
62	282 BROADWAY	2.00
63	290 BROADWAY	2.00
64 A	290 BROADWAY	2.00
64	290 BROADWAY	2.00
65	296 BROADWAY	2.00
66	296 BROADWAY	2.00
67	301 BROADWAY	2.00
68	308 BROADWAY	2.00
69	310 BROADWAY	2.00
70	312 BROADWAY	2.00
71	312 BROADWAY	2.00
72	320 BROADWAY	2.00
73	320 BROADWAY	2.00
74 A	320 BROADWAY	2.00
74	320 BROADWAY	2.00
75	320 BROADWAY	2.00
76	324 BROADWAY	2.00
77	39 FOURTH ST	2.00
78	39 FOURTH ST	2.00
79	39 FOURTH ST	2.00
80	37 FOURTH ST	2.00
81	35 FOURTH ST	2.00
82	35 FOURTH ST	2.00
83	360 BROADWAY	2.00
84	360 BROADWAY	2.00
85	378 BROADWAY	2.00
86	378 BROADWAY	2.00
87	388 BROADWAY	2.00
88	388 BROADWAY	2.00
89	396 BROADWAY	2.00
90	396 BROADWAY	2.00
91	400 BROADWAY	2.00
92	400 BROADWAY	2.00
93	428 BROADWAY	2.00
94	428 BROADWAY	2.00
95	438 BROADWAY	2.00
96	438 BROADWAY	2.00
97	456 BROADWAY	2.00
98	456 BROADWAY	2.00
99	460 BROADWAY	2.00
100	464 BROADWAY	2.00
101	470 BROADWAY	2.00
102	470 BROADWAY	2.00
103	19 FIFTH ST	2.00
104	17 FIFTH ST	2.00
105	17 FIFTH ST	2.00
106	15 FIFTH ST	2.00
107	15 FIFTH ST	2.00

ROUTE 1

ATTACHMENT C

108	13 FIFTH ST	2.00
113	16 WASHINGTON AVE	2.00
114	16 WASHINGTON AVE	2.00
115	18 WASHINGTON AVE	2.00
116	18 WASHINGTON AVE	2.00
117	28 WASHINGTON AVE	2.00
118	28 WASHINGTON AVE	2.00
119	30 WASHINGTON AVE	2.00
120	30 WASHINGTON AVE	2.00
121	40 WASHINGTON AVE	2.00
122	40 WASHINGTON AVE	2.00
123	50 WASHINGTON AVE	2.00
124	52 WASHINGTON AVE	2.00
125	52 WASHINGTON AVE	2.00
126	0 REAR OF CITY HALL	2.00
127	0 REAR OF CITY HALL	2.00
128	0 REAR OF CITY HALL	2.00
129	0 REAR OF CITY HALL	2.00
130	0 FIRE ALARM	2.00
131	0 FIRE ALARM	2.00
132	0 CITY HALL AVE	10.00
133	0 CITY HALL AVE	10.00
134	0 CITY HALL AVE	10.00
135	0 CITY HALL AVE	10.00
136	0 CITY HALL AVE	10.00
137	0 CITY HALL AVE	10.00
138	0 CITY HALL AVE	10.00
139	0 CITY HALL AVE	10.00
140	500 BROADWAY	2.00
141	500 BROADWAY	2.00
142	500 BROADWAY	2.00
143	500 BROADWAY	2.00
144	500 BROADWAY	2.00
145	500 BROADWAY	2.00
146	500 BROADWAY	2.00
147	500 BROADWAY	2.00
148	483 BROADWAY	2.00
149	481 BROADWAY	2.00
150	481 BROADWAY	2.00
151	473 BROADWAY	2.00
152	473 BROADWAY	2.00
153	457 BROADWAY	2.00
154	457 BROADWAY	2.00
155	447 BROADWAY	2.00
156	445 BROADWAY	2.00
157	445 BROADWAY	2.00
158	433 BROADWAY	2.00
159	433 BROADWAY	2.00
160	423 BROADWAY	2.00
161	423 BROADWAY	2.00
162	407 BROADWAY	2.00
163	407 BROADWAY	2.00

ATTACHMENT C

164	399 BROADWAY	2.00
165	399 BROADWAY	2.00
166	383 BROADWAY	2.00
167	383 BROADWAY	2.00
168	377 BROADWAY	2.00
169	377 BROADWAY	2.00
170	371 BROADWAY	2.00
171	371 BROADWAY	2.00
172	365 BROADWAY	2.00
173	365 BROADWAY	2.00
174	11 FOURTH ST	2.00
175	11 FOURTH ST	2.00
176	9 FOURTH ST	2.00
177	9 FOURTH ST	2.00
178	9 FOURTH ST	2.00
181	353 BROADWAY	2.00
182	343 BROADWAY	2.00
183	343 BROADWAY	2.00
184	337 BROADWAY	2.00
185	337 BROADWAY	2.00
186	317 BROADWAY	2.00
187	317 BROADWAY	2.00
188	311 BROADWAY	2.00
189	311 BROADWAY	2.00
190	303 BROADWAY	2.00
191	303 BROADWAY	2.00
192	301 BROADWAY	2.00
193	301 BROADWAY	2.00
194	289 BROADWAY	2.00
195	289 BROADWAY	2.00
196	285 BROADWAY	2.00
197	285 BROADWAY	2.00
198	277 BROADWAY	2.00
199	277 BROADWAY	2.00
200	275 BROADWAY	2.00
201	13 CONGRESS AVE	2.00
202	13 CONGRESS AVE	2.00
203	13 CONGRESS AVE	2.00
204	13 CONGRESS AVE	2.00
205	13 CONGRESS AVE	2.00
206	13 CONGRESS AVE	2.00
207	11 CONGRESS AVE	2.00
208	11 CONGRESS AVE	2.00
209	11 CONGRESS AVE	2.00
210	11 CONGRESS AVE	2.00
211	11 CONGRESS AVE	2.00
212	11 CONGRESS AVE	2.00
213	265 BROADWAY	2.00
214	265 BROADWAY	2.00
215	257 BROADWAY	2.00
216	257 BROADWAY	2.00
217	245 BROADWAY	2.00

ATTACHMENT C

218	235 BROADWAY	2.00
219	11 CROSS ST	2.00
220	11 CROSS ST	2.00
221	11 CROSS ST	2.00
222	9 CROSS ST	2.00
223 A	9 CROSS ST	2.00
223	9 CROSS ST	2.00
224 A	9 CROSS ST	2.00
224	216 BROADWAY	2.00
225	212 BROADWAY	2.00
226	212 BROADWAY	2.00
227	210 BROADWAY	2.00
228	210 BROADWAY	2.00
229	166 BROADWAY	2.00
230	180 BROADWAY	2.00
231	180 BROADWAY	2.00
232	178 BROADWAY	2.00
233	178 BROADWAY	2.00
234	168 BROADWAY	2.00
235	168 BROADWAY	2.00
236	162 BROADWAY	2.00
237	162 BROADWAY	2.00
238	158 BROADWAY	2.00
239	158 BROADWAY	2.00
240	154 BROADWAY	2.00
241	154 BROADWAY	2.00
242	148 BROADWAY	2.00
243	120 BROADWAY	10.00
244	120 BROADWAY	10.00
245	120 BROADWAY	10.00
246	120 BROADWAY	10.00
247	120 BROADWAY	10.00
248	120 BROADWAY	10.00
249	120 BROADWAY	10.00
250	120 BROADWAY	10.00
251	120 BROADWAY	10.00
252	120 BROADWAY	10.00
253	120 BROADWAY	10.00
254	120 BROADWAY	10.00
255	120 BROADWAY	10.00
256	0 SECOND ST	2.00
257	0 SECOND ST	2.00
258	0 SECOND ST	2.00
259	0 SECOND ST	2.00
260	165 WINNISIMMET ST	2.00
261	165 WINNISIMMET ST	2.00
262	173 WINNISIMMET ST	2.00
263	173 WINNISIMMET ST	2.00
264	179 WINNISIMMET ST	2.00
265	179 WINNISIMMET ST	2.00
272	201 WINNISIMMET ST	2.00
273	201 WINNISIMMET ST	2.00

ROUTE 3

ATTACHMENT C

274	189 WINNISIMMET ST	2.00	
275	189 WINNISIMMET ST	2.00	
276	179 WINNISIMMET ST	2.00	
277	179 WINNISIMMET ST	2.00	
278	173 WINNISIMMET ST	2.00	
279 A	7 FOURTH ST	2.00	
284	92 PARK ST	2.00	
285	92 PARK ST	2.00	
286 A	108 PARK ST	2.00	
286	92 PARK ST	2.00	
287	110 PARK ST	2.00	
288	110 PARK ST	2.00	
289	110 PARK ST	2.00	
290	124 PARK ST	2.00	
291	124 PARK ST	2.00	
292	130 PARK ST	2.00	
293	130 PARK ST	2.00	
294	140 PARK ST	2.00	
295	140 PARK ST	2.00	
296	140 PARK ST	2.00	
297	144 PARK ST	2.00	
298	144 PARK ST	2.00	
299	148 PARK ST	2.00	
300	148 PARK ST	2.00	
301	152 PARK ST	2.00	
302	152 PARK ST	2.00	
303	154 PARK ST	2.00	
304	154 PARK ST	2.00	
305	8 CENTRAL AVE	2.00	
306	8 CENTRAL AVE	2.00	
307	12 CENTRAL AVE	2.00	
308	12 CENTRAL AVE	2.00	
309	18 CENTRAL AVE	2.00	
310	18 CENTRAL AVE	2.00	
312	18 CENTRAL AVE	2.00	
313	18 CENTRAL AVE	2.00	
314	12 CENTRAL AVE	2.00	
315	12 CENTRAL AVE	2.00	
316	8 CENTRAL AVE	2.00	
317	8 CENTRAL AVE	2.00	
318	8 CENTRAL AVE	2.00	
319	111 HAWTHORN ST	2.00	
320	111 HAWTHORN ST	2.00	
321	115 HAWTHORN ST	2.00	
322	119 HAWTHORN ST	2.00	
323	119 HAWTHORN ST	2.00	
324	123 HAWTHORN ST	2.00	
325	123 HAWTHORN ST	2.00	
326	127 HAWTHORN ST	2.00	
327	131 HAWTHORN ST	2.00	
328	132 HAWTHORN ST	2.00	
329	135 HAWTHORN ST	2.00	

ROUTE 1

ATTACHMENT C

330	137 HAWTHORN ST	2.00
331	139 HAWTHORN ST	2.00
332	141 HAWTHORN ST	2.00
333	143 HAWTHORN ST	2.00
334	151 HAWTHORN ST	2.00
335	151 HAWTHORN ST	2.00
336	151 HAWTHORN ST	2.00
337	165 HAWTHORN ST	2.00
338	165 HAWTHORN ST	2.00
339	165 HAWTHORN ST	2.00
340	165 HAWTHORN ST	2.00
341	165 HAWTHORN ST	2.00
342	165 HAWTHORN ST	2.00
343 A	0 BELLINGHAM ST	2.00
343	0 BELLINGHAM ST	2.00
344	0 BELLINGHAM ST	2.00
345	0 BELLINGHAM ST	2.00
346	0 BELLINGHAM ST	2.00
347	173 SHURTLEFF ST	2.00
348	173 SHURTLEFF ST	2.00
349	185 SHURTLEFF ST	2.00
350	185 SHURTLEFF ST	2.00
351	185 SHURTLEFF ST	2.00
352	185 SHURTLEFF ST	2.00
353	194 SHURTLEFF ST	2.00
354	196 SHURTLEFF ST	2.00
355	198 SHURTLEFF ST	2.00
356	198 SHURTLEFF ST	2.00
357	200 SHURTLEFF ST	2.00
358	200 SHURTLEFF ST	2.00
359	206 SHURTLEFF ST	2.00
360	206 SHURTLEFF ST	2.00
361	0 GROVE ST	2.00
362	0 GROVE ST	2.00
363	217 SHURTLEFF ST	2.00
364	217 SHURTLEFF ST	2.00
365	217 SHURTLEFF ST	2.00
366	217 SHURTLEFF ST	2.00
367	217 SHURTLEFF ST	2.00
368	217 SHURTLEFF ST	2.00
369	217 SHURTLEFF ST	2.00
370	221 SHURTLEFF ST	2.00
395	137 HAWTHORN ST	2.00
396	136 HAWTHORN ST	2.00
397	136 HAWTHORN ST	2.00
398	149 HAWTHORN ST	2.00
399	149 HAWTHORN ST	2.00
400	500 BROADWAY	2.00
403	0 ARLINGTON ST EXT	10.00
404	0 ARLINGTON ST EXT	10.00
405	0 ARLINGTON ST EXT	10.00
406	0 ARLINGTON ST EXT	10.00

ROUTE 3

ATTACHMENT C

407	0 ARLINGTON ST EXT	10.00
408	0 ARLINGTON ST EXT	10.00
409	0 ARLINGTON ST EXT	10.00
410	0 ARLINGTON ST EXT	10.00
411	0 ARLINGTON ST EXT	10.00
412	0 ARLINGTON ST EXT	10.00
413	0 ARLINGTON ST EXT	10.00
414	0 ARLINGTON ST EXT	10.00
415	0 ARLINGTON ST EXT	10.00
416	0 ARLINGTON ST EXT	10.00
417	0 ARLINGTON ST EXT	10.00
418	0 ARLINGTON ST EXT	10.00
419	0 ARLINGTON ST EXT	10.00
420	0 ARLINGTON ST EXT	10.00
421	0 ARLINGTON ST EXT	10.00
422	0 ARLINGTON ST EXT	10.00
423	0 ARLINGTON ST EXT	10.00
424	0 ARLINGTON ST EXT	10.00
425	0 ARLINGTON ST EXT	10.00
426	0 ARLINGTON ST EXT	10.00
427	0 ARLINGTON ST EXT	10.00
428	0 ARLINGTON ST EXT	10.00
429	0 ARLINGTON ST EXT	10.00
430	0 ARLINGTON ST EXT	10.00
431	0 ARLINGTON ST EXT	10.00
432	0 ARLINGTON ST EXT	10.00
433	0 ARLINGTON ST EXT	10.00
434	0 ARLINGTON ST EXT	10.00
435	0 ARLINGTON ST EXT	10.00
436	0 ARLINGTON ST EXT	10.00
437	0 ARLINGTON ST EXT	10.00
438	0 ARLINGTON ST EXT	10.00
439	0 ARLINGTON ST EXT	10.00
440	0 ARLINGTON ST EXT	10.00
441	32 WILLIAMS ST	2.00
442	32 WILLIAMS ST	2.00
443	32 WILLIAMS ST	2.00
444	32 WILLIAMS ST	2.00
445	32 WILLIAMS ST	2.00
446	32 WILLIAMS ST	2.00
447	32 WILLIAMS ST	2.00
525	359 WASHINGTON AVE	2.00
526	359 WASHINGTON AVE	2.00
527	365 WASHINGTON AVE	2.00
528	365 WASHINGTON AVE	2.00
529	375 WASHINGTON AVE	2.00
530	375 WASHINGTON AVE	2.00
531	381 WASHINGTON AVE	2.00
532	381 WASHINGTON AVE	2.00
533	383 WASHINGTON AVE	2.00
534	383 WASHINGTON AVE	2.00
535	389 WASHINGTON AVE	2.00

ROUTE 2

ATTACHMENT C

536	389 WASHINGTON AVE	2.00	[REDACTED]	[REDACTED]
537	389 WASHINGTON AVE	2.00		
538	389 WASHINGTON AVE	2.00		
600	0 LUTHER PL	10.00	[REDACTED]	ROUTE 3
601	0 LUTHER PL	10.00		
602	0 LUTHER PL	10.00		
603	0 LUTHER PL	10.00		
604	0 LUTHER PL	10.00		
605	0 LUTHER PL	10.00		
606	0 LUTHER PL	10.00		
607	0 LUTHER PL	10.00		
608	0 LUTHER PL	10.00		
609	0 LUTHER PL	10.00		
610	0 LUTHER PL	10.00		
611	0 LUTHER PL	10.00		
612	0 LUTHER PL	10.00		
613	0 LUTHER PL	10.00		
614	0 LUTHER PL	10.00		
615	0 LUTHER PL	10.00		
616	0 LUTHER PL	10.00		
617	0 LUTHER PL	10.00		
618	0 LUTHER PL	10.00		
619	0 LUTHER PL	10.00		
620	0 LUTHER PL	10.00		
621	0 LUTHER PL	10.00		
651	0 FIFTH ST LOT	2.00	[REDACTED]	[REDACTED]
652	0 FIFTH ST LOT	2.00		
653	0 FIFTH ST LOT	2.00		
654	0 FIFTH ST LOT	2.00		
655	0 FIFTH ST LOT	2.00		
656	0 FIFTH ST LOT	2.00		
657	0 FIFTH ST LOT	2.00		
658	0 FIFTH ST LOT	2.00		
659	0 FIFTH ST LOT	2.00		
660	0 FIFTH ST LOT	2.00		
661	0 FIFTH ST LOT	2.00		
662	0 FIFTH ST LOT	2.00		
663	0 FIFTH ST LOT	2.00		
664	0 FIFTH ST LOT	2.00		
665	0 FIFTH ST LOT	2.00		
666	0 FIFTH ST LOT	2.00		
700	236 CENTRAL AVE	10.00	[REDACTED]	[REDACTED]
701	236 CENTRAL AVE	10.00		
702	236 CENTRAL AVE	10.00		
704	265 CENTRAL AVE	10.00		
705	265 CENTRAL AVE	10.00		
706	265 CENTRAL AVE	10.00		
707	265 CENTRAL AVE	10.00		
708	265 CENTRAL AVE	10.00		
709	265 CENTRAL AVE	10.00		
710	265 CENTRAL AVE	10.00		
711	265 CENTRAL AVE	10.00		

ATTACHMENT C

712	265 CENTRAL AVE	10.00
713	270 CENTRAL AVE	10.00
714	270 CENTRAL AVE	10.00
715	270 CENTRAL AVE	10.00
716	270 CENTRAL AVE	10.00
717	270 CENTRAL AVE	10.00
718	270 CENTRAL AVE	10.00
719	270 CENTRAL AVE	10.00
720	270 CENTRAL AVE	10.00
721	270 CENTRAL AVE	10.00
722	270 CENTRAL AVE	10.00
723	270 CENTRAL AVE	10.00
724	270 CENTRAL AVE	10.00
725	270 CENTRAL AVE	10.00
726	270 CENTRAL AVE	10.00
727	270 CENTRAL AVE	10.00
728	270 CENTRAL AVE	10.00
729	270 CENTRAL AVE	10.00
730	270 CENTRAL AVE	10.00
731	265 CENTRAL AVE	10.00
732	265 CENTRAL AVE	10.00
733	265 CENTRAL AVE	10.00
734	255 CENTRAL AVE	10.00
735	255 CENTRAL AVE	10.00
736	255 CENTRAL AVE	10.00
737	255 CENTRAL AVE	10.00
738	255 CENTRAL AVE	10.00
739	255 CENTRAL AVE	10.00
749	0 HIGHLAND AVE	10.00
750	0 HIGHLAND AVE	10.00
751	0 HIGHLAND AVE	10.00
752	0 HIGHLAND AVE	10.00
753	0 HIGHLAND AVE	10.00
754	0 HIGHLAND AVE	10.00
755	0 HIGHLAND AVE	10.00
756	0 HIGHLAND AVE	10.00
757	0 HIGHLAND AVE	10.00
758	0 HIGHLAND AVE	10.00
759	0 HIGHLAND AVE	10.00
760	0 HIGHLAND AVE	10.00
761	0 HIGHLAND AVE	10.00
762	0 HIGHLAND AVE	10.00
763	0 HIGHLAND AVE	10.00
764	0 HIGHLAND AVE	10.00
765	0 HIGHLAND AVE	10.00
766	0 HIGHLAND AVE	10.00
767	0 HIGHLAND AVE	10.00
768	0 HIGHLAND AVE	10.00
769	0 HIGHLAND AVE	10.00
770	0 HIGHLAND AVE	10.00
771	0 HIGHLAND AVE	10.00
772	0 HIGHLAND AVE	10.00

ROUTE 4

ATTACHMENT C

773	0 HIGHLAND AVE	10.00
774	0 HIGHLAND AVE	10.00
775	0 HIGHLAND AVE	10.00
776	0 HIGHLAND AVE	10.00
777	0 HIGHLAND AVE	10.00
778	0 HIGHLAND AVE	10.00
779	0 HIGHLAND AVE	10.00
780	0 HIGHLAND AVE	10.00
781	0 HIGHLAND AVE	10.00
782	0 HIGHLAND AVE	10.00
783	0 HIGHLAND AVE	10.00
784	0 HIGHLAND AVE	10.00
785	0 HIGHLAND AVE	10.00
786	0 HIGHLAND AVE	10.00
787	0 HIGHLAND AVE	10.00
788	0 HIGHLAND AVE	10.00
789	0 HIGHLAND AVE	10.00
790	0 HIGHLAND AVE	10.00
791	0 HIGHLAND AVE	10.00
792	0 HIGHLAND AVE	10.00
793	0 HIGHLAND AVE	10.00
794	0 HIGHLAND AVE	10.00
795	0 HIGHLAND AVE	10.00
796	0 HIGHLAND AVE	10.00
800	284 EVERETTE AVE	2.00
801	284 EVERETTE AVE	2.00
802	284 EVERETTE AVE	2.00
803	284 EVERETTE AVE	2.00
804	284 EVERETTE AVE	2.00
805	284 EVERETTE AVE	2.00
806	284 EVERETTE AVE	2.00



CITY OF CHELSEA

REQUIRED PROPOSAL 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

STATEMENT OF CORPORATE AUTHORITY

REQUIRED (IF CORPORATION) IF A CORPORATION, COMPLTE BELOW OR ATTACH TO EACH SIGNED COPY OF 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 _____ Date Name of Corporation

at which time all voted that _____
Name Officer

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

A TRUE COPY,

ATTEST: _____
Clerk

PLACE OF BUSINESS: _____

DATE OF THIS CONTRACT: _____

I hereby certify that I am the Clerk of the _____
_____ and that _____ is

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

(Clerk's Signature)

(CORPORATE SEAL)

On this _____ day of _____, 2014, 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:

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]
(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 CONTRACTOR understands that he/she/it may acquire or have access to "personal data" otherwise kept by the CITY. The CONTRACTOR shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

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

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

ARTICLE XIII. AUDIT, INSPECTION, RECORDKEEPING.

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

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

ARTICLE XIV. WEEKLY PAYROLL RECORDS REPORT.

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

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

ARTICLE XV. CONFLICT OF INTEREST.

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

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

ARTICLE XVI. PAYMENT.

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

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

ARTICLE XVII. CONFLICT.

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

ARTICLE XVIII. WAIVER AND AMENDMENT.

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

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

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

ARTICLE XIX. CERTIFICATION.

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

- a. TAXES. PURSUANT to M.G.L. c. 62C, s. 49A, the CONTRACTOR has filed all state tax returns and complied with all laws of the Commonwealth relating to taxes.
- b. DEBARMENT. The CONTRACTOR is not currently debarred or suspended by the Commonwealth of Massachusetts, or any of its entities or subdivisions.
- c. AMERICANS WITH DISABILITIES ACT. The CONTRACTOR is aware of the Americans with Disabilities Act which prohibits discrimination based upon disability and shall meet any relevant standards, and/or conditions set out in the bid/proposal documents, bid/proposal specifications, and/or ATTACHMENT A - SCOPE OF SERVICES.

ARTICLE XX. FORUM AND CHOICE OF LAW

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

ARTICLE XXI. TAXES

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

ARTICLE XXII. NOTICES

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof (hereinafter "Notice"), shall be in writing and shall be deemed to have been properly given when delivered in hand or deposited in registered or certified United States mail, postage prepaid, return receipt requested, addressed, as described herein or when delivered by messenger or

overnight mail service to the correct addressee. Unless otherwise specified, Notice shall be deemed received when actually received or when the proffered Notice has been refused by the Addressee. The signature of an employee, servant or agent of the Addressee shall be determinative on the issue of actual receipt.

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

All Notices shall be forwarded to:

FOR THE CITY
Jay Ash, City Manager
500 Broadway
City Hall
Chelsea, MA 02150

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

FOR THE CONTRACTOR:

[NAME]
[ADDRESS]

ARTICLE XXIII. CONSIDERATION

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

ARTICLE XXIV. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

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

ARTICLE XXV. THIRD PARTY BENEFICIARIES

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

ARTICLE XXVI. ENTIRE CONTRACT

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

ARTICLE XXVII. LIABILITY OF MUNICIPALITY

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

ARTICLE XXVIII. HEADINGS

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

ARTICLE XXIX. DAYS

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

ARTICLE XXX. SURVIVAL

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

ARTICLE XXXI. SEVERABILITY

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

ARTICLE XXXII. ADVICE AND COUNSEL

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

ARTICLE XXXIII. COUNTERPARTS

This CONTRACT may be executed in counterpart.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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

THE CONTRACTOR

CITY MANAGER

Company Name

Jay Ash

Status (Corporation/Non-corporate)

Signature & Title

Please Print Name & Title

Dylan Cook
Chief Procurement Officer

Date

Taxpayer Identification Number

APPROVED AS TO FORM:

Cheryl Watson Fisher
City Solicitor

Approved as to Contract Manager:

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

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

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.

* * * * *

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