

Request for Proposals
For
CDBG Public Social Service Activities
2016-95

For the City of Chelsea, MA

December 2015

RFP Contact:

City of Chelsea, MA
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Chelsea, MA 02150

or

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City of Chelsea
Request for Proposals
Public Social Service Agencies

The City of Chelsea, acting through the Department of Planning and Development, is seeking proposals from organizations and agencies that provide public social services to Chelsea's low and moderate income residents. As of December 3, 2015, the Request for Proposals (RFP) will be available for consideration for inclusion in Chelsea's FY2016 Community Development Block Grant (CDBG), Mini-Entitlement Program. Copies of the RFP, which includes an application for funding assistance, are available at the Chelsea City Hall, c/o Dylan Cook, Chief Procurement Officer, Room 206, City Hall, 500 Broadway, Chelsea, MA 02150 or electronically from dcook@chelseama.gov. Questions on the RFP can be addressed to Dylan Cook, Chief Procurement Office, at (617) 466-4224 and must be submitted on or before December 17, 2015.

Responders who intend to submit an application for funding assistance must first submit a Letter of Intent along with a brief description of the proposed program, to be addressed to the City of Chelsea, c/o Dylan Cook at the address above on or before December 17, 2015 at 12:00 Noon.

If a proposal is selected to be included in Chelsea's FY2016 CDBG grant application, the expenditure of these funds is anticipated over a 12-month period between approximately November 2016 and October 2017, depending upon CDBG award and contractual schedules.

Responders must submit one sealed original and four copies of their completed application addressing the requirements described in the RFP to the Office of the Chief Procurement Officer. Proposals may be hand delivered or mailed to the Purchasing Department, Chelsea City Hall, Room 206, 500 Broadway, Chelsea, MA 02150. Responses shall be received no later than 2:00 p.m. on Wednesday, January 6, 2016.

A **MANDATORY** Technical Assistance Session regarding the application process, eligibility, and selection processes is scheduled for Monday, December 14, 2015 at 10:00 a.m. at Chelsea City Hall, 500 Broadway, Room 101, Chelsea, MA 02150.

Mini-Entitlement (CDBG) grant funds are issued through the Commonwealth of Massachusetts, Department of Housing and Community Development (DHCD).

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

**City of Chelsea
Request for Proposal
CDBG Public Social Service Activities**

Part I: Introduction

The City of Chelsea, acting through its Department of Planning & Development, is anticipating an application for funding assistance to the federal FY2016 Community Development Block Grant (CDBG) program, through the Massachusetts Department of Housing & Community Development (DHCD), more specifically its Mini-Entitlement Program. The City anticipates the application will include a social services program(s) procured through this RFP and is inviting proposals from non-profit social service providers for activities to benefit low- and moderate income residents who live in the City.

The expenditure of these funds is anticipated over a 12-month period between approximately November 2016 and October 2017, depending upon CDBG award and contractual schedules. Funds received from this grant application are subject to provisions of the Massachusetts Community Development Block Grant and the U.S. Department of Housing & Urban Development (HUD), as may be applicable.

Public social service programs must demonstrate consistency with the City of Chelsea's *Community Development Strategy* (CDS) a planning document utilized by the City, which identifies enhancing the quality of life and safety for all residents as one of the five major community development goals/objectives (see Exhibit A). The CDS includes the goal to increase economic opportunities for Chelsea residents through a variety of programs including ESOL, job training and education, and thus the City has established as a priority the use of CDBG funding in the past grants for the City's Community Schools' ESOL Program classes, the REACH Program for at-risk middle and high-school students, and a citizenship and immigration services program. As DHCD allows a continuation of a project presently funded with Massachusetts CDBG funds, these programs are expected to continue to be included in the City's request for CDBG funding in the FY2016 grant application.

In addition to these three programs, the City invites proposals for an additional project(s) for consideration for inclusion in the FY2016 CDBG grant application. The City intends to select a project(s) that best addresses that addresses City's social services needs and is determined to be consistent with the City's Community Development Strategy. If the proposal is used in the grant application and the activity is ultimately funded, the City will enter into a subrecipient agreement/contract with the selected social service provider at the start of the awarded grant period. There is no obligation to select a new service provider through this RFP or a guarantee that the City will be able to provide funding in the amount requested, and the City will negotiate with the selected service provider to adjust the scope of work and budget, as necessary, to match the grant request.

Massachusetts Community Development Block Grant limitations on program funds are that public social services cannot exceed 20% of a Mini-Entitlement grant, and that the City may not apply for more than five Public Social Service activities.

In order to receive funding, 100% of those individuals receiving and benefitting from these services must be Chelsea residents of (although that same agency may be administering the same services outside of the community to other individuals, which is allowable), and, where at a minimum 51% of the local resident beneficiaries qualify as low/moderate income (families with incomes equal to or below 80% of the area median income, or by meeting limited clientele conditions) as defined by federal HUD guidelines.

Eligible households are defined as having total household income equal to or below 80% of the area median income, pursuant to the present CDBG income limits for this area. These eligible income limits can be found in **Exhibit B (Income Guidelines)**. Other eligible households may be those individuals that meet the CDBG definition in what is known as *Limited Clientele*, which includes, but is not limited to groups presumed by HUD to be low- and moderate-income.

For further guidance and technical assistance on HUD/CDBG guidelines, eligible low/moderate income families, one can conduct further review at the following website link: hud.gov. A **MANDATORY** Technical Assistance Session regarding the application process, eligibility, and selection processes is scheduled for Monday, December 14, 2015 at 10:00AM at Chelsea City Hall, 500 Broadway, Room 101, Chelsea, MA 02150.

Applications for funding assistance will be due **Wednesday, January 6, 2015 at 2:00PM.**

Responders who intend to submit an application for funding assistance must first submit a Letter of Intent along with a brief description of the proposed program, to be addressed to the City of Chelsea, c/o Dylan Cook at the address above on or before **December 17, 2015 at 12:00 Noon.**

Part II: Submission Requirements

Proposals can be submitted by eligible non-profit organizations wishing to provide public services to low and moderate income residents in Chelsea.

Further, the applicant must certify on the application form and demonstrate that (a) the proposed project will be a new service, an expansion of an existing service or a continuation of a project presently funded with Massachusetts CDBG funds. Public social service projects are eligible for CDBG assistance under Section 105(a)(8) of Title I of the Housing & Community Development Act of 1974, as amended, if such services have not been funded with local funds -- i.e., not funded by the municipality using locally raised funds or state funds that pass through the municipality, within the twelve-month period prior to the date of the application, and (b) the proposed project is not provided by other state or federal agencies, or are provided but not available to CDBG-eligible residents in the City.

Required Application Attachments:

- A. Documentation of Organizational Eligibility (e.g. IRS recognized 501 (c) 3 organization)
- B. Please submit the agency's most current revenue and expenditure report along with the agency's current fiscal year budget, and a ***12 month projected budget for this activity***

detailing sources of funding and estimated expenditures. Funds not expended within the 12-month time period may be subject to recapture by the City of Chelsea.

As noted earlier in this RFP, the expenditure of these funds is anticipated over a 12-month period between approximately November 2016 and October 2017, depending upon CDBG award and contractual schedules. Selected applicants will be required to enter into a subrecipient agreement/contract with the City of Chelsea and the term of the 12-month agreement is dependent upon when grant funds will be released to the City from the State Department of Housing & Community Development, the level of funding awarded, and CDBG and City grant requirements.

- C. A copy of the most recent agency audit.
- D. List of governing board members and officers, their town of residence and affiliation.
- E. Agency organizational chart.
- F. Personnel policy.
- G. Affirmative action/equal opportunity plan.

City of Chelsea, Massachusetts

**PUBLIC SOCIAL SERVICES APPLICATION
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FY2016**

Agency Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Email: _____

Fax: _____

Funding Request:

CDBG \$ Request: \$ _____

Other Leveraged Funds: \$ _____

Total Program Cost: \$ _____

Type of Activity (check one):

- Adult Basic Education/General Educational Development (ABE/GED) classes
- Domestic violence prevention
- Earned Income Tax Credit counseling and preparation
- Elder self-sufficiency
- English for Speakers of Other Languages (ESOL)
- Financial literacy
- Homebuyer counseling
- Individual Development Accounts (IDAs)
- Job Training

- Job-related Childcare Assistance
- Job-related Transportation Assistance
- Literacy Programs and Training
- Mortgage Foreclosure Prevention Counseling
- Other – please briefly explain

Activity Status (check one):

- This is an expansion of an existing service/program
- This is the creation of a new service/program
- This is the continuation of a service/program funded by CDBG monies

The applicant certifies, under the pains and penalties of perjury, that:

(a) the proposed project will be a new service, an expansion of an existing service or a continuation of a project presently funded with Massachusetts CDBG funds. Public Social Service Projects are eligible for CDBG assistance under Section 105(a)(8) of Title I of the Housing and Community Development Act of 1974, as amended, if such services have not been funded with local funds -- i.e., not funded by the municipality using locally raised funds or state funds that pass through the municipality -- within the twelve-month period prior to the date of the application;

and

(b) the proposed project is not provided by other state and federal agencies, or are provided but not available to CDBG-eligible residents in the applicant community(ies).

1. **Name of Project:** _____

2. **Project Location:** _____

3. **Mission Statement:** Please provide a brief description of your agency’s mission and the types of services it provides and where, and your days and hours of operation.

4. **Program Description:** Please provide a summary of the proposed project. The summary should include a detailed scope of the services that will be provided, including the beneficiary information, as well as cost of total project, including the non-CDBG funded components.

5. **Project Budget Information** (demonstrate cost reasonableness):

- a. Please provide a detailed 12-month budget for the proposed program to include program delivery and direct program costs. Please specify how grant funds will be used.

- b. Document the experience of the provider, costs of comparable services and the process used to review the accuracy of the budget.
- c. Explain the qualifications of person who prepared the budget.
- d. Please provide projected monthly invoice amount (12 months). If billing on a quarterly basis please state that in the application.

6. Targeted Clientele and Beneficiaries:

a. Clientele – Briefly describe who your clients are and where they are from; the ones that will ultimately directly benefit from your proposed services/program.

b. Estimate of the Total Number of Individuals to be served during the 12-month service period _____

c. Estimate of the Total Number of low/moderate-income persons during this same period _____

d. Describe how you will ensure that participants meet low/moderate income requirements, the process utilized so that there is clear evidence that the program will actually provide benefit to this segment of the population?

Please respond to the following questions. Please provide an answer to each question listed. All proposals will be evaluated upon the extent of their response.

- a) **Project Need**: What is the need for the proposed project? Define the need or problem to be addressed. Provide evidence of the severity of the need or problem. Who is the affected population and why is this population presently underserved or not served? Include verifiable information such as needs assessments, reports, and characteristics of the target population.
- b) **Community Involvement and/or Support**: Explain how the project is responsive to expressed community needs. Describe and document the method that was used to involve the community as a whole and the target population in the selection and the development of this program.
- c) **Project Feasibility**: Why is the project feasible? To demonstrate please respond to the following:
 1. Describe what evidence exists to show that the community at large or project beneficiaries will use the project. Include documentation of demand for the project through surveys, inquiries, waiting lists (do not provide specific names) social service provider data and statistics, and past participation.
 2. Describe and document the availability of matching or other funds needed to complete the project.
 3. Citing past accomplishments, document that the agency has the necessary expertise to conduct this project/program and done so within the allotted timeframe. Please include some information here about the history of your organization, other accomplishment and strengths.
 4. Identify the project milestones, state the duration of time needed for each milestone, and identify when each milestone will be completed.
 5. Provide a management plan for the project that identifies the roles and responsibilities of all personnel involved in the project as well as internal controls. Resumes of personnel assigned and/or job descriptions of key personnel expected with specific qualifications for the position (e.g. years of experience, education, training needed) as well as time allocated for the scope of work to be funded.
- d) **Project Impact**: What will be the impact of the proposed project/program? Describe the impact the activity will have on the specifically identified needs. What measurable improvements will result from the activity? How much of the need will be addressed? Define the direct and indirect outcomes that will result from the project. Identify quantitative and qualitative measures to determine that the outcomes are achieved.

SIGNATURE PAGE

Executed as to completeness and accuracy of the formal social service application, and signed under the pains and penalties of perjury.

Agency: _____

Address: _____

Signature: _____

Title: _____

Date: _____

If a corporation, please affix corporate seal on this copy.

Part III: Proposal Review

Proposal Review:

Proposals will be evaluated by a Review Committee composed of, at a minimum, staff from within the Chelsea Department of Planning & Development and the Chelsea Department of Health and Human Services and the Chief Procurement Officer. Proposals will be reviewed for completeness as they relate to the criteria as shown below. The Review Committee will then make recommendations for award considerations to the City Manager for final selections. All post-award programmatic oversight will be subsequently administered and managed by the Chelsea Department of Planning & Development.

Review Criteria:

1. Quality Threshold Requirements:

- a. The program/project is an eligible activity as defined by the U.S. Department of Housing and Urban Development, CDBG Program.
- b. The program/project meets the low/moderate income national objective requirements.
- c. The program/project complies with the City's Community Development Strategy.
- d. The program/project is being implemented in the City of Chelsea and has local space to provide the services.
- e. The participating agency has submitted evidence of its official organizational status (e.g. 501-C-3 not-for-profit, or licensed social service agency).
- f. The participating agency has at least two years of experience in providing social services.

2. Comparative Evaluation Criteria:

The respective weight of each criteria is specified:

- a. Experience – The participating agency's experience and effectiveness of their operations – 20%
- b. Personnel Assigned to the Project – The assigned staff, their experience and/or the roles, responsibilities and qualifications of all personnel to be involved in the project – 15%
- c. Need for Services – Documentation of the need in Chelsea, including severity of the need – 20%
- d. Program Strategy and Impact – The assessment of the effectiveness of the proposed program/project in the provision of the services to be delivered, as evidenced by the respective program description, how well it meets the needs of its clients, addresses the Community Development Strategy, and has measureable impacts – 15%

- e. Grant Experience – The extent to which the organization has experience with federal/state grants – 5%
- f. Feasibility – The extent to which the proposal demonstrates the project’s feasibility to be completed within the allotted 12 month – 10%
- g. Budget – The extent to which the proposed budget details the projected expenditures, including evidence of other sources of funding and a demonstration of the program’s cost effectiveness (so as to make a determination of the ready source of funds) – 15%

Comparative criteria will be rated pursuant to the following categories: **Highly Advantageous (3 points), Advantageous (2 points), Acceptable (1 point), and Unacceptable (0 points).**

COMPARATIVE EVALUATION CRITERIA	Highly Advantageous	Advantageous	Acceptable	Unacceptable
1. Experience and effectiveness of the agency	Has seven or more years of experience and demonstrates an extensive depth of experience and capabilities in providing social services	Has at least five years of experience and demonstrates very good depth of experience and capabilities in providing social services	Has at least two years of experience and demonstrates some depth of experience and capabilities in providing social services	Less than two year of experience providing social services
2. Qualifications and Expertise of staff and personnel involved in project	Extensive experience and advanced capabilities with highly relevant qualifications especially relevant to work proposed to be performed	Very good experience and capabilities with qualifications well suited and relevant to work proposed to be performed	Adequate experience and capabilities in providing social services with qualifications acceptably relevant to work proposed to be performed	No experience, or insufficient information provided
3. Documentation of the need for services in Chelsea, including the severity of need	Shows extensive documentation of the need for services to clients in Chelsea	Shows very good documentation of the need for services to clients in Chelsea	Shows fair to good documentation of the need for services to clients in Chelsea	Does not provide adequate documentation of the need for services to clients in Chelsea
4. Description of Program Strategy, addresses the Community Development Strategy, and Impact and projected beneficiaries	Shows very well developed program strategy and ability to effectively meet the needs of clients and have measureable impacts	Shows good program strategy and ability to effectively meet the needs of clients and have measurable impacts	Shows fair program strategy and ability to effectively meet the needs of clients and have measurable impacts	Does not appear to have a well-defined program strategy and does not effectively meet the needs of clients or have measurable impacts, or insufficient information provided
5. Response shows agency has experience in state and/or federal grants	Has five or more years of experience in state and/or federal grants with at least two examples of successes	Has at least three years of experience in state and/or federal grants with at least one example of a success	Has at least one year of experience in state and/or federal grants but does not include an example of a success	Has less than one year of demonstrated experience or insufficient information provided
6. Feasibility - Volume of workload and ability to proceed and complete work without significant delays	Evidence of capabilities for starting and completing the work within the allotted 12 months, within excellent evidence of past experience and/or strategy for meeting requirements and deadlines	Evidence of capabilities of starting and completing work within the allotted 12 months, with good evidence of past experience and/or strategy for meeting requirements and deadlines	Limited evidence of past experience and capabilities to start and complete work within the allotted 12 months, and/or strategy for meeting deadlines, but appears capable to complete the work	Unable to initiate the scope of work in a timely manner, or insufficient information provided
7. Budget and Cost Effectiveness	Response provides excellent details on projected expenditures, and includes evidence of other sources of funding (if applicable) and an excellent demonstration of the program's cost effectiveness	Response provides adequate details on projected expenditures, and includes evidence of other sources of funding (if applicable) and a good demonstration of the program's cost effectiveness	Response provides adequate details on projected expenditures, and includes evidence of other sources of funding (if applicable) with limited information on the program's cost effectiveness	Not adequate budget projected expenditures or demonstration of the program's cost effectiveness

Post-Award Requirements: After formal awards, a selected agency(ies) will be required to execute a subgrantee agreement/contract (the service contract) with the City of Chelsea, and will be obligated to attend a “Pre-Start-Up Conference” with the City’s Department of Planning & Development in order to review and discuss several key programmatic requirements, and to determine the official Notice To Proceed, after which time the agency will receive its copy of the subgrantee agreement/contract. This agreement will spell all contractual obligations, which the following is a highlighted listing on some of the key areas, all of which are formulated within the body of the agreement/contract (see City of Chelsea contract attached).

Other General Provisions: All provisions below will become part of the Subrecipient Agreement/Contract with the City of Chelsea.

1. CDBG Requirements

The subrecipient agreements/contract resulting from this solicitation may be subject to review and approval by DHCD/Massachusetts CDBG Program and are governed by the requirements of that program, including the provisions found in **Exhibit C** (Additional CDBG Terms and Conditions) of this RFP. The agency shall follow policies and procedures with respect to close out of the grant as may be required by DHCD.

2. Access to Records

The agency shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records any may be deemed necessary by the City to assure proper accounting for all project funds, both CDBG and non-CDBG shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for seven years after final Massachusetts CDBG audit.

3. Compliance with the Massachusetts Community Development Block Grant Program Contract

Unless modified or changed by any special terms or conditions set forth in the subrecipient agreement/contract, all activities authorized by the City of Chelsea shall be subject to and performed in accordance with Exhibit C and all other provisions of the subrecipient agreement/contract, and all applicable federal, state, and local laws and regulations, including but not limited to those cited within the said Agreement/Contract, and any applicable regulations issued by HUD published 24 CFR Part 570, as may be amended from time to time, and any procedures and guidelines as may be established by Massachusetts CDBG for the Massachusetts Community Development Block Grant Program.

4. Availability of Funds

The compensation provided by the City is subject to the continued availability of federal funds for the Massachusetts Community Development Block Grant (CDBG) Program, and to the continued eligibility of the Commonwealth and the City to receive such funds.

5. Confidentiality

The agency will protect the privacy of, and respect the confidentiality of information provided by, program participants, consistent with applicable federal and state regulations, including M.G.L. C. 66, section 10, regarding access to public records.

6. Debarment

The agency cannot be debarred or suspended or otherwise excluded from or ineligible for participation in HUD-funded programs.

7. Payment and Budgets

The agency will be required to submit their vendor invoices on a monthly basis, or quarterly basis upon prior approval of the Department of Planning & Development. Payment requests shall be made against the line item budget or other approved budget as specified in the proposal and in accordance with performance under the contract, and upon satisfactory submission of quarterly reports, including documentation of low- and moderate-income beneficiaries served.

Sample of a Line Item Budget:

Line Item	Amount
Salaries	\$ _____
Fringe	_____
Office Space (Program Only)	_____
Communications	_____
Reproduction/Printing	_____
Supplies and Materials	_____
Other (specify)	_____
TOTAL:	_____

The City may require a more detailed budget breakdown than the one contained here, and the Contractor shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City.

8. The agency will be required to submit quarterly reports detailing all services provided during the reporting period including the number of clients, their income and their ethnic

identity, and any key management related issues and/or problems. Reporting forms must be approved by the City of Chelsea and/or DHCD.

9. The expenditure of these funds is anticipated over a 12-month period between approximately November 2016 and October 2017, depending upon CDBG award and contractual schedules. Upon prior City authorization and for due cause, should it be in the interest of the City to extend the term beyond 12-months, the term may be extended at the City's discretion upon evidence that the service provider can complete work within the scope and budget authorized as well as all other requirements of the CDBG and City grant contract with DHCD.
10. The agency files will be reviewed to ensure that there are income-certification forms for all clients.
11. The agency will be required to submit their official annual agency audit reports for each year while this agreement is in effect.
12. The agency will be required to have key staff available for the City to perform an on-site monitoring review.
13. It is noted that any changes to key personnel assigned or their general responsibilities or program components under this project are subject to the prior approval of the City of Chelsea.
14. The agency will be required to make available any client and/or project related files, along with any other information, including key staff members, upon the directive for any state/federal on-site monitoring visit(s)/.

Part IV: Deadline & Assistance

A. Proposal Submission Deadline:

All proposals (the original and four (4) copies of the application and required attachments), must be received at the following address by Tuesday, January 6, 2015 at 2:00PM

City of Chelsea
c/o Dylan Cook
Chief Procurement Officer
Room # 206 – City Hall
500 Broadway
Chelsea, MA 02150

B. Assistance:

The Chelsea Department of Planning & Development will be available at the above referenced address to answer your questions. Please submit questions to Dylan Cook by email at dcook@chelseama.gov up to 12:00 Noon on December 17, 2015.

There will also be a MANDATORY “Technical Assistance Session” conducted by the Chelsea Department of Planning & Development. This shall take place on Monday, December 14, 2015, at Chelsea City Hall from 10:00 AM through 12:00 PM in Room 102, Conference Room of City Hall.

Other Required Completed & Signed Grant Forms

Certificate of Non-Collusion

Tax Compliance Certification

Statement of Corporate Authority

Conflict of Interest Law

Sample Contract (for reference purposes only is attached)

CITY OF CHELSEA

REQUIRED RESPONSE SUBMITTAL FORM

Certificate of Non-Collusion

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

Signature

Date

Name (Please Print)

Title

Company

Address

Contact Number

CITY OF CHELSEA

REQUIRED RESPONSE SUBMITTAL FORM

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

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:

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

EXHIBIT A
CITY OF CHELSEA COMMUNITY DEVELOPMENT STRATEGY

CITY OF CHELSEA COMMUNITY DEVELOPMENT STRATEGY, CDBG FY 14

The Community Development Strategy for the City of Chelsea is summarized below. It encompasses many planning documents utilized in the City to determine various needs and funding priorities. The following list includes a brief description of each document.

1. **The Community Development Plan:** This plan, submitted and approved by the Massachusetts DHCD in June of 2004, includes a vision for housing and economic development in the City.
2. **The 5-Year Capital Improvement Plan (CIP):** Since the end of receivership in 1995, Chelsea has had a CIP, a document which identifies long-term improvements to the City's infrastructure and facilities. It is a five year plan, updated annually.
3. **The Chelsea Open Space and Recreation Plan, updated in 2010:** This was completed over a 12-month period through discussions by the Open Space Working Committee. This plan is a seven year action agenda that prioritizes improvements in open space, park rehabilitation, policies and programs and allows the City to be eligible for open space funds through 2016.
4. **The Addison-Orange Neighborhood Revitalization Plan (2009):** This plan was funded by the DHCD Gateway Plus Action Grant. It is a comprehensive analysis of existing conditions; housing, infrastructure, and open space needs; and potential for change as a neighborhood stabilization effort.
5. **The North Suburban HOME Consortium (NSC) Five-Year Strategic Plan and One-Year Action Plan** to promote affordable housing: Chelsea is a member of the NSC HOME Consortium and participates in developing and approving the plans that must be submitted to HUD.
6. **The Everett Avenue Urban Revitalization and Development Plan:** This plan, originally approved by DHCD in 1998 and modified in 2001 and 2008, advanced the Everett Avenue Urban Revitalization Project. The plan developed to create an urban renewal district on Everett Avenue promotes the conversion of the City's aging, heavy industrial scrap base into higher and better uses.
7. **The Crescent Avenue/Upper Broadway Zoning Study (2005):** The study evaluated and proposed zoning changes in an area bounded by Broadway, Eastern Avenue, and the commuter rail tracks.
8. **The Mystic Mall and Parkway Shopping Center Study (2005):** This was initiated to look at the existing and potential development in and around the Mystic Mall and Parkway Plaza with significant redevelopment opportunities.
9. **The CAPIC Community Action Plan:** This is a plan that is developed by CAPIC, the City's non-profit anti-poverty agency.
10. **Gerrish Avenue/Bellingham Street Neighborhood Action Plan (2007):** This is a comprehensive neighborhood plan for the area from Gerrish Avenue to Grove Street that was designated as a slum and blight area in 2004 and will remain designated until 2014.
11. **North Bellingham Hill Revitalization Plan (2009):** This plan, developed by the Chelsea Neighborhood Developers with the City's input, involved a series of charrettes with over 100 residents and stakeholders to establish redevelopment priorities and develop an implementation timeline for the north side of Bellingham Hill.
12. **The Hyams Foundation City Needs Assessment:** The Hyams Foundation formed a committee of local stake holders, community advocates and social service providers to create a comprehensive needs assessment. This organization supports efforts that enhance civic engagement, increase access to affordable housing, and promote the long-term success of low-income teens.
13. **The Chelsea Housing Authority Consolidated Annual Plan:** This plan is developed by the Chelsea Housing Authority prioritizing capital needs assessments for their housing units as well as priorities for selecting housing authority tenants and managing their Section 8 tenants.
14. **Massachusetts General Hospital 2012 Community Health Needs Assessment & Strategic Planning Report:** This study involved several community meetings and individual surveys including collecting data on health issues affecting neighborhood residents.
15. **Public Safety Plan developed by the City Manager, Police Chief and City Council:** The City has developed plans to address public safety and quality of life issues and promote support and expansion of law enforcement initiatives as well as non-policing measures. In 2013, a 10-Point

Action Plan for public safety was proposed. An earlier plan was created in 2004 - the 14 Point Plan for Public Safety.

16. **The CSX ROW Multi-Use Path Feasibility/Conceptual Design Study (2011):** This plan promotes the vision for bicycle, pedestrian, and green space connections in Chelsea and focused on a transit oriented multi-use path on an unused right-of-way in the City.
17. **The annual State of the City Address:** The City Manager creates this address annually and presents it to the City Council. This is a summary of Chelsea's accomplishments for the past year, but also a forecast into the future that includes goals and strategies for all of City government for the next year.
18. **Broadway Corridor Action Plan (2014):** This planning study was initiated in 2013 with the goal to provide recommendations for positive change in the Bellingham Square (downtown Chelsea) target area, including support for expanded housing opportunities for low-income families and individuals.
19. **Silver Line Gateway Studies – Massachusetts Department of Transportation (DOT) (2013):** Mass DOT studied three alternatives for the Chelsea portion of the proposed new Silver Line route serving downtown Chelsea. A shared-use path along sections of the former CSX right-of-way under Gateway Cities Parks Program will create a linear trail from the Chelsea River waterfront to downtown Chelsea serving as both a transportation alternative and recreational facility.
20. **EPA Region 1: Green Infrastructure Partnership with the City of Chelsea: Technical Support Document to Assist the City to Further Encourage and Promote the Use of Green Infrastructure (2012):** This study promotes green infrastructure practices designed to reduce impacts of stormwater runoff.
21. **Chelsea Vision Plan: 2012 Sasaki Intern Charrette:** This study promotes reconnections of the City through the revitalization of the Downtown and Broadway and pedestrian connections through open spaces.

The following goals and objectives are summarized versions of the City of Chelsea's Community Development Strategy in order of priority.

Development of Blighted Areas Into Residential Opportunities/Provide Complementary/Planned Activities That Stabilize Adjacent Neighborhoods: The City aims to emphasize conversion of its older, heavy industrial base into higher and better uses that broaden the sectors of the City. This includes changing underutilized industrial areas to mixed use communities; turning blighted or abandoned sections of the City into residential; enhancing the vitality and attractiveness of the downtown Chelsea, with support of small business and retail uses downtown by increasing pedestrian activity through a comprehensive area improvement strategy; and in some cases, bringing in and/or keeping businesses in the City. The focus is also on:

- Encouraging residential development as a priority use in these areas with an emphasis on mixed use development.
- Providing increased density bonuses and other zoning relief as well as additional municipal support to developments that include some residential development.
- Creating zoning overlays and planning districts where appropriate that incorporate elements of 40R, Transit Oriented Development and the Gateway tax credit program for market rate housing.
- Developing a comprehensive strategy for traffic, transportation, street and infrastructure improvements that supports new development in these areas.
- Continue to spearhead neighborhood planning processes around the areas that this development is going to occur so that it enhances existing residential areas as much as possible.
- Continue to monitor existing housing conditions in the target neighborhoods. Rates of foreclosure have been very high.

- Aggressively pursuing a mixture of federal, state and private funds to catalyze the development of these areas.
- Promoting healthy downtown and neighborhood retail districts to improve the availability of service and appearance of districts, including the adoption of design guidelines and design for storefront signage and streetscape improvements.
- Encourage new mixed use projects on Broadway serving residents in the surrounding neighborhoods and beyond. Focus on retail and community services on the ground floor with either new housing or office use above.

Enhanced Quality of Life and Safety for all Residents: The quality of life for all residents of Chelsea is adversely affected by crime and the sense that public safety is being compromised throughout the community. Low and moderate income residents in Chelsea's neighborhoods are much more likely to suffer from the negative effects of crime and the accompanying increase in gang activity. This has become a growing problem in the community. Despite significant efforts to increase safety in some of the City's lowest income neighborhoods, and successful results, such as a 25% drop in major crime between 2012 and 2013, public safety remains a quality of life priority in the community. Although there are some after school programs and activities, there are not enough activities in the community for everyone who needs them. Violence and gang activity have trickled down into the middle schools at an alarming rate. Older teenagers and young adults are also having difficulty finding work. Families are struggling economically. The current economic climate has led to a significant increase in unemployment; and there is a lack of job training programs/skill building opportunities that are needed for much of the City's low and moderate income population to become economically self-sufficient. Another factor that has been cited at these community meetings includes a lack of neighborhood connections. At this point, a majority of Chelsea's residents have lived here for less than ten years. Many are new immigrants from other, very diverse countries. There is a sense that neighbors no longer talk to each other and this creates some of the unease around safety throughout the City. Neighborhoods have also become more unstable when the foreclosure crisis moved from being a sub-prime lending issue to an economic issue. When people cannot afford their home mortgages they are leaving their homes abandoned and it took months for lending entities to step in and manage buildings. Chelsea witnessed a period with some of the highest foreclosure rates in the state. This led to disinvestment, abandonment and activity of slum landlords. There is an increase in problem properties that are being poorly managed, not maintained or even abandoned altogether. These are magnets for illegal activity in the community. There is now a new focus on dealing with these problem properties throughout the City in a multi-pronged strategy that includes legal enforcement, community development, and code enforcement. Another area affecting Chelsea residents' quality of life, as presented in the survey findings of the MGH Center for Community Health Improvement, is drug and alcohol abuse and addiction in the community, in particular in downtown area. Working in partnership with the City and key community organizations, CCHI and the Chelsea HealthCare Center have created a strong Community Leadership Team to focus on the strategic initiative of reducing substance abuse and its consequences. In an effort to decrease crime, address substance abuse, and enhance public safety/resident quality of life, the City intends to support the following activities:

- Expand the work of the Chelsea Police Anti-gang unit coordinating the exchange of information between the gang unit and other community development activities.
- Develop and enhance programs with the City and local community-based organizations to combat the substance abuse problem, and identify resources available in the area for people struggling with addiction.
- Supporting residents in their efforts to develop crime watches and other activities that discourage crime and encourage a sense of neighborhood connection. Specifically supporting neighborhood circle programs, like the program at the Neighborhood Developers.

- Working in partnership with local community organizations providing options to populations that need increased economic opportunity including citizenship programs and job training, specifically support ROCA in its job training program –the Transitional Employment Program.
- Expanding the number of places for residents and youth to acquire Basic English language proficiency.
- Provide support and access to Chelsea City Hall for the Centro Latino Citizenship for New Americans Program.
- Increasing the number of places to send school aged children regularly for supervised activities after school hours. Emphasize the neglected middle school and high school population for these programs, with an academic focus.
- Try to focus on the increase in boarded up and abandoned property, ensuring that it does not become a haven for illegal activity and places for youth to congregate.
- Continue the multi-pronged approach to preventing domestic violence, as well as intervening when it occurs – providing families with support to stop the cycle.
- Continue to support the Chelsea Summer Jobs Program helping the Chelsea Collaborative to obtain funding from a variety of sources including the City, the State, the private sector and foundations.
- Continue to fund a foreclosure prevention program through Chelsea Restoration Corporation to stop as many foreclosures as possible.
- Continue to promote the 10-point public safety plan.
- Continue to assist non-profit groups buy problem property for re-use as rental and or homeownership housing. Focus on properties that that are identified by a task force made up of law enforcement, the targeted code enforcement program and community development staff.

Enhancing and Upgrading the Infrastructure of the City: The infrastructure of the City includes community facilities (including bus shelters), streets, sidewalks, lighting, drains and other municipal systems, as well as the housing stock in neighborhoods and the façade of the buildings in the downtown and business areas. Chelsea employs various methods for assessing the conditions of its infrastructure, including the five year Capital Improvement Plan; information correlated from the Inspectional Services Department and the U.S. Census on the condition of the housing stock and Problem Properties; and the Department of Public Works and the Inspectional Services Department on street and sidewalk trash, graffiti and other public nuisance issues. Based on these assessments, it is the goal of the City to continue to improve Chelsea’s general appearance. It is also a goal of the City to upgrade infrastructure. This includes street and sidewalk improvements as well as maintenance, increased trash removal and street cleaning, the constant use of the sidewalk MadVac as well as push brooms, the targeting of serious problem properties for renovation, the encouragement of general home improvements, and business façade (including storefront and sign) improvements. Funding resources have decreased over the past several years for infrastructure projects, as State and local budgets have become leaner. Priorities in the Capital Plan have had to be carefully determined. Triage that targets only the most pressing needs has had to be implemented and the number of projects has decreased. Activities to be undertaken that encourage these goals include:

- Reconstruction/improvements of City streets and sidewalks, funded by CDBG, Bond funds, and other sources of funds.
- Implement Capital Improvement Plan projects, particularly in CDBG target areas. Priorities have included Washington Avenue/Cary Square, Maverick Street, Watts Street, Bellingham and Orange Street, Highland Street, Congress Avenue, and surface enhancements on Broadway.
- Implement the larger projects in the City’s Capital Improvement Plan, includes Everett Avenue and lower Broadway as well as work around the Chelsea Residential Overlook Project. Funding is varied for this work but includes City funds, state funds, MassWorks Infrastructure Program funds, and private developer contributions.

- Increase emphasis and education on trash removal, illegal dumping and street cleaning. Implement and evaluate a graffiti removal initiative, a neighborhood sidewalk cleaning effort, and adequate lighting to complement Keep Chelsea Beautiful efforts. Implement and evaluate a residential parking program as an enforcement tool. This is primarily funded from City operating funds and is ongoing.
- Prepare a bicycle/pedestrian plan for the City that establishes pedestrian improvement plans (particularly under the bridges to Route 1 and the Tobin Bridge) and promotes safe and efficient walking and travel routes for bicyclists and pedestrians sharing public roads with vehicles (e.g., cars, trucks, delivery vehicles, and buses).
- Improvements to hardscaped public areas in the downtown, particularly Chelsea Square and Bellingham Square and creating gateways with welcoming signs into the City.

Improving and Increasing Open Space and Recreational Opportunities: Open space and recreation are not merely ends in themselves – they are means to an end. The goal of this community is to implement an open space and recreation plan that meets the challenges, takes advantage of the opportunities, and thus helps the people of Chelsea make a reality of its vision of a stable, economically sound and socially healthy and diverse city. This plan needs to provide opportunities for all its citizens to enjoy high quality open space and recreational activities. There are three specific goals: 1) Provide active and passive recreational and fitness opportunities suited to Chelsea’s urban population. To meet the goal, the City will give top priority to the rehabilitation and maintenance of existing park, playgrounds and indoor recreation facilities. Provide a full range of recreational opportunities appropriate to citywide and neighborhood recreation needs and age groups; provide each neighborhood with an adequate range of appropriately located parks, playgrounds and recreation facilities, and design facilities to serve the disabled by removing barriers that prevent access to and use of existing parks. 2) Take advantage of Chelsea’s environmental, historic, and scenic resources and 3) Integrate the open space system into the city fabric – Open space should help tie City neighborhoods together, provide buffers against incompatible uses and add value to surrounding properties. Over the next three to five years, as new development is planned and occurs on underutilized parcels in the City, areas of open space for passive and recreational activities need to be included. This is extremely important for areas with specific access to the waterfront or Chelsea Creek, and in parts of the cities that are the densest but have the least to offer in recreational activities. Activities include:

- Re-develop and new development of parks and open space resources funded by CDBG and other sources of funds.
- Implement Capital Improvement Plan and other open space projects, particularly in CDBG target areas. Priorities have included construction of Ruiz Park, creation of a new park on Washington Avenue; the enhancement and improvement of conditions at two existing parks, Bellingham Hill and Bosson Park, Washington Park, and Voke Park to name a few.
- Explore open space connections to the City’s Waterfront at the Chelsea Street Bridge and also as a part of a joint planning effort with Revere. This includes the regional planning efforts to map walking routes to the Mystic River and/or walking routes to Everett.
- Implementation of the Chelsea Greenway, with \$3 million in funding from the Commonwealth of Massachusetts, on the Chelsea portion of the Urban Ring that was an unused rail line in the Boxworks neighborhood. This includes connecting walking trails and bike paths and other initiatives to promote use of the Greenway.
- Continue to support the expansion of the Community Schools program to utilize our new school facilities and keep them open to City residents for as long as possible.
- Complete a new capital assessment of existing parks in the City to determine what needs to be upgraded in the next ten years.
- Continue to identify open space opportunities with some emphasis on active recreational space.

Develop Affordable Housing to Create Neighborhood Stability and Preserve Existing Housing Stock especially Affordable Units and Owner-Occupied buildings: Chelsea has made the creation of

affordable housing a priority of its Community Development Strategy. This priority has become even more important in a difficult economy affecting the most vulnerable residents of Chelsea. The North Suburban HOME Consortium Consolidated Plan included a stakeholders meeting to identify housing needs in Chelsea. This meeting included input from most community groups in the City. As is evident from various reports and the NSC Consolidated Plan, the need for affordable housing in Chelsea is significant. A majority of renters in the community are at risk of homelessness, and even for families at the higher end of the low/moderate income spectrum, housing is expensive. Most families and individuals living in Chelsea cannot afford to buy and many cannot even afford to rent. Doubling up and overcrowding is significant, especially in Shurtleff/Bellingham and Addison/Orange. It was estimated by code enforcement staff that the streets of Grove, Marlboro and Library have illegal units or rooming houses in over 50% of the housing stock. This has been verified by the City's code enforcement efforts in this neighborhood where numerous illegal rooming houses and basement apartments have been uncovered. Many very low-income people and families live in sub-standard housing as well. In the Targeted Code Enforcement Program, ISD issued over 1,200 tickets in 2012 for sub-standard housing. Several goals and objectives have been developed from these reports and initiatives that include: 1. Increase the number of affordable housing units in Chelsea; 2. Preserve existing housing stock (especially affordable units) and work to ensure safety and code compliance for all housing units; 3. Enhance communication and information outreach regarding housing needs and opportunities; and 4. Provide a range of housing opportunities to address a wider spectrum of options and a progressive transition for a variety of financial profiles and life stages. In addition, the City continues to monitor foreclosures and propose initiatives as part of its goals and objectives to address foreclosure problems in Chelsea, where possible, or to purchase these properties for affordable housing if necessary.

To meet its affordable housing goals, the City will promote the following housing activities:

- Support affordability that meets the needs of families and individuals with a range of incomes, with a specific emphasis on housing prices and rents that are targeted to current Chelsea residents. This housing also needs vary in size and type so that families as well as single people have more options.
- Continue to fund housing development from the North Suburban HOME Consortium (NSC) as well as supporting developers who aggressively pursue other funding sources from the state, as much as possible considering current funding constraints.
- Continue the Problem Property program by providing targeted code enforcement in our most vulnerable areas, aggressively pursue landlords who poorly manage their properties, servicing agents who have foreclosed on property and do not manage it, and owners of vacant, boarded up buildings.
- Add a more extensive geographically targeted code enforcement program in the Addison/Orange and Shurtleff/Bellingham neighborhoods. The City proposes additional ISD staff and a new program to increase compliance with inspection ordinances for tenant units.
- Continue to fund the Chelsea Restoration Corporation First Time Homebuyer Program and Soft Second Program for low and moderate-income buyers.
- Support the Foreclosure Prevention Program developed by Chelsea Restoration Corporation.
- Provide funding and support to programs that will help existing property owners, especially in buildings occupied by lower income residents, to rehabilitate, de-lead, and improve their properties so that they may be brought up to code and positively impact the quality of life of owners, tenants and the surrounding neighborhood.

The Community Development Strategy for the City of Chelsea is extremely consistent with the Commonwealth's development goals as set forth in smart growth policies and programs. The City has always focused on these principles as a way to encourage sustainable development. Most of the activities that focus on development and are included in this strategy involve the first and most encompassing principle – Redevelop First. Most also give priority to investments that will deliver living wage jobs, transit access, housing, open space and community-serving enterprises.

Within these broad priorities and this ambitious agenda, specific measurable activities have priority for the next several years in Chelsea. The City intends to address its priorities in the next 3 to 5 years through a variety of community development activities and through a combination of local, state, and federal funding. This also includes general continuing and ongoing priorities.

List of Projects/Activities by Level of Priority:

Priority	Activity	Financing/timetable
High	Decrease the number of problem properties that are not being managed or being poorly managed in Chelsea	Through CDBG (2013 and beyond), HOME and other housing subsidy sources
High	Construction of affordable housing	State/Private and other resources
High	Increase efforts to upgrade existing housing stock and rehabilitate housing to bring it up to code	State/Private and other resources
High	Construction of second phase of One North of Boston (242 units of housing) formerly Crescent Court	Private, start construction 2014
High	Redevelopment of sites in and infrastructure improvements at Everett Avenue Gateway Center	Private, start construction 2014; MassWorks and other sources
High	Complete roadway and sidewalk reconstruction projects in the City	CDBG, bond money 2013
High	Continue public safety activity and anti-crime work with residents	City funding and state grants, ongoing
High	Increase Economic Opportunities for Chelsea residents through a variety of programs including ESOL, job training and education	CDBG funding private funding and some City funds, ongoing
High	Increase retention rates at Chelsea High School	CDBG, private, Chelsea Public Schools
Medium	Implement downtown improvement programs such as storefront façade and sign program	CDBG, private and other funding sources
Medium	Increase general recreational activities for Chelsea residents	Ongoing, Private and Chelsea funds
Medium	Increase homeownership in Chelsea	Ongoing, ongoing Home funds, bank private funds
Medium	Continue foreclosure counseling	HUD, HOME funds ongoing
Medium	Renovate public parks and open spaces (Bosson Park, Ruiz Park, Bellingham Hill Park, Voke Park)	PARC money 2013 to 2015, CDBG
Medium	Construction of affordable units and mixed housing at Gerrish Avenue	Private, gateway tax credits, LIHTC, Spring 2013
Medium	Fix and repair streets and sidewalks in residential neighborhoods	CDBG, Chapter 90, ongoing
Medium	Reconstruct Lower Broadway	Design underway; sources of funding to be determined
Low	Reconstruct Beacham Street	Unknown source of funding

EXHIBIT B
HUD INCOME GUIDELINES*

HUD Income Limits for City of Chelsea								
	Family Size							
	1	2	3	4	5	6	7	8
Extremely Low Income (30% of Median)	20,700	23,650	26,600	29,550	31,950	34,300	36,730	40,890
Very Low Income (50% of Median)	34,500	39,400	44,350	49,250	53,200	57,150	61,100	65,050
Low Income (80% of Median)	48,800	55,800	62,750	69,700	75,300	80,900	86,450	92,050

<http://www.huduser.gov/portal/datasets/il/il15/index.html>

*HUD income guidelines periodically change

EXHIBIT C
ADDITIONAL CDBG TERMS AND CONDITIONS

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS, AND DHCD REGULATIONS, PROCEDURES, AND GUIDELINES: All activities authorized by this Contract shall be subject to and performed in accordance with the provisions of this Contract, Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq., hereinafter "the Act"), HUD regulations in 24 CFR Part 570 Subpart I, 24 CFR Part 85 (as may be determined applicable by the Massachusetts CDBG Program), and any regulations, directives or guidelines as may be established by the Department for the Massachusetts CDBG Program. Where appropriate, the Contractor shall cause any subgrantees to comply with these requirements.

All activities authorized by this Contract shall be conducted in accordance with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and the federal government including, but not limited to, the following:

1. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq.), and HUD regulations at **24 CFR Part 1**, which prohibit discrimination based on race, color, or national origin under any program or activity receiving federal financial assistance.
2. **Title VIII of the Civil Rights Act of 1968** (42 U.S.C. 3601 et seq.) as amended by the Fair Housing Amendments of 1988 (known as the Fair Housing Act), which prohibits discrimination based on race, color, religion, sex, handicap, familial status, or national origin in the sale, rental, financing, or brokering of housing; and **Federal Executive Order 11063**, as amended by **Executive Order 12259**, and as implemented by regulations at **24 CFR Part 1**, which prohibits such discrimination in the sale or rental of property which has received federal financial assistance.
3. **The Age Discrimination Act of 1975** (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age, and **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. 794), which prohibits discrimination based on handicap.
4. The **Davis-Bacon Act** (40 U.S.C. 276a - 276a-7), as supplemented by Department of Labor regulations at **29 CFR Part 5**, which provides that laborers and mechanics employed by the Contractor or subgrantees on construction projects (consisting of 8 or more units in the case of residential property) assisted under the Act shall be paid wages determined by the Secretary of Labor, provided that Davis Bacon shall not apply to "volunteers"; and the **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327 et seq.), as supplemented by Department of Labor Regulations at **29 CFR Part 5**, which contains labor standards for work on contracts financed by federal grants; and the Department of Labor "**anti-kickback**" **regulations at 29 CFR Part 3**. The Contractor shall include these requirements in agreements with subgrantees.
5. The **National Environmental Policy Act of 1969** (42 U.S.C. 4321 et seq.), and such other provisions of law which further the purposes of the National Environmental Policy Act as are specified in **24 CFR Part 58** (entitled "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities.")
6. The **Housing and Urban Development Act of 1968, Section 3** (12 U.S.C. 1701u), which requires that training and employment opportunities be made available to lower-income persons living in the community where a project assisted under the Act is located, and that contracting opportunities be made available to businesses located in or owned by persons living in such community. The Contractor shall include this requirement in agreements with subgrantees. The text of this clause is included in the Massachusetts CDBG Program Operations Manual.
7. **The Residential Lead-Based Paint Hazard Reduction Act of 1992** (42 U.S.C. 4851 et seq.) as implemented by regulations at **24 C.F.R. Part 35**, which establishes requirements to protect children from lead-based paint hazards in housing that is receiving federal financial assistance or is being sold by the government. **24 C.F.R. Part 35** became effective on September 15, 2000.

8. Regulations at **24 CFR Part 44**, “Non-Federal Audit Requirements for State and Local Government.”
9. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** (42 U.S.C. 4601 et seq.) and regulations at **49 CFR Part 24**, and **Section 104 (d) of the Act** and regulations at **24 CFR 570.606 and 24 CFR Part 42 cited in 24 CFR 570.488**), which govern the acquisition of real property for activities assisted under the Act and which require the Contractor to adopt policies and plans designed to minimize displacement of residents and businesses, and to provide relocation benefits and assistance.
10. Department of Labor Regulations at **41 CFR Part 60-1**, implementing **Executive Order 11246**, which require the Contractor to adopt equal employment practices and cooperate with the Secretary of Labor in assuring compliance by subgrantees. The Contractor shall include this requirement in agreements with subgrantees. In addition, for all subcontracts which are nonexempt as defined in 41 CFR 60-1.5 (generally, subcontracts in excess of \$10,000), the Contractor shall include in the agreement the "equal opportunity clause" set forth in 41 CFR 60-1.4(b) for construction contracts, and in 41 CFR 60-1.4(a) for all other contracts.
11. **The Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.)**, which requires certain federally assisted buildings to be constructed so as to be accessible to physically handicapped persons, and **The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)**, which prohibits discrimination against disabled individuals in private and public employment, public accommodations, public transportation, government services, and telecommunications. The Contractor shall include this requirement in agreements with subgrantees.
12. **Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3545) as supplemented by HUD regulations at 24 CFR Part 4** which requires applicants to a state, or to a unit of local government, for assistance from HUD to make a number of disclosures.
13. **Massachusetts CDBG Program Operations Manual**. In implementing all activities authorized by this Contract, the Contractor shall use the provisions of the Massachusetts CDBG Program Operations Manual as a guidance document.
14. **Political Activity Prohibited Under the Hatch Act**. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. The Contractor shall adhere to the provisions of the Hatch Act (5 U.S.C. 1501 et. seq.) which limits political activity by employees whose principle employment is in connection with an activity which is financed in whole or in part by federal funds.
15. Regulations at **41 CFR Part 60-250**, entitled “Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era.”
16. **Conflict of Interest**. The Contractor shall adhere to the requirements of M.G.L. Chapter 268A and the HUD Conflict of Interest regulations at 24 CFR Part 570.489(h).
17. **Administrative Requirements**. Governmental and non-governmental subrecipients, as applicable, shall comply with **OMB Circular A-122**, “Cost Principles for Non-Profit Organizations” or **OMB Circular A-21** “Cost Principles for Educational Institutions,” as applicable; 24 CFR Part 84, “Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,” as modified by 24 CFR 570.502(b); and **OMB Circular A-133**, “Audits of States, Local Governments and Non-Profit Organizations.”

CONTRACT NO. _____

**CITY OF CHELSEA
CONTRACT FOR SERVICES
over \$10,000**

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

[NAME]
[ADDRESS]
[ADDRESS 2]
(hereinafter the CONTRACTOR)

For mutual consideration the Parties hereby agree as follows:

ARTICLE 1. DEFINITION.

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

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

ARTICLE II. AMOUNT AND TERM.

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

ARTICLE III. PERFORMANCE.

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

ARTICLE IV. TERMINATION.

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

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

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

ARTICLE V. REMEDIES OF THE CITY.

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

ARTICLE VI. REMEDIES OF THE CONTRACTOR.

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

ARTICLE VII. ASSIGNABILITY.

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

ARTICLE VIII. INDEMNIFICATION.

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

ARTICLE IX. WORKER'S COMPENSATION AND OTHER INSURANCE.

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

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

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

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

1. Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired automobiles in connection with its operations with a combined single limit of \$1,000,000. The comprehensive Automobile Liability insurance may be provided through primary and excess or umbrella insurance policies.
2. CONTRACTOR'S Equipment Coverage (or a certification of self-insurance satisfactory to the CITY) must be provided on an "All Risks" basis, covering physical damage to all tools and equipment, including automotive equipment owned, rented, or used by the CONTRACTOR.
3. Commercial General Liability Insurance coverage which may be provided through primary and excess or umbrella liability policies for limits of \$1,000,000 general aggregate, and \$500,000 per occurrence.

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

ARTICLE X. CORPORATE CONTRACTOR.

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

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

ARTICLE XI. SUBJECT TO APPROPRIATION.

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

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

ARTICLE XII. DOCUMENTS, MATERIALS, ETC.

Any materials, reports, information, data, etc. given to or prepared or assembled by the CONTRACTOR under this CONTRACT are to be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR (except agents, servants, or employees of the CONTRACTOR) without the prior written approval of the CITY. The 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 any Attachment, these Articles shall supersede the Attachments.

ARTICLE XVIII. WAIVER AND AMENDMENT.

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

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

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

ARTICLE XIX. CERTIFICATION.

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

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

ARTICLE XX. FORUM AND CHOICE OF LAW

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

ARTICLE XXI. TAXES

CONTRACTOR shall be solely responsible for the payment of any taxes, levies, betterments or assessments, fees or charges, whether in existence on the date hereof or becoming applicable pursuant to this Contract, which may be assessed against the CONTRACTOR or the CITY which are directly

attributable to CONTRACTOR'S activities under this CONTRACT (the "Taxes"). CONTRACTOR shall pay all Taxes directly to the taxing authority before delinquency and before any fine, interest or penalty shall become due or be imposed by operation of law for their nonpayment.

ARTICLE XXII. NOTICES

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

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

All Notices shall be forwarded to:

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

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

FOR THE CONTRACTOR:

[NAME]
[ADDRESS]
[ADDRESS 2]

ARTICLE XXIII. CONSIDERATION

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

ARTICLE XXIV. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

The CONTRACTOR represents and warrants (i) the CONTRACTOR has all requisite corporate power and authority to enter into this CONTRACT and to perform the obligations of the CONTRACTOR; (ii) that this CONTRACT has been duly and validly authorized, executed and delivered by the CONTRACTOR; (iii) the execution and delivery of this CONTRACT does not violate or conflict with any other agreement, license or obligation; (iv) the CONTRACTOR is duly organized, legal and validly

existing and in good standing in the Commonwealth of Massachusetts; (v) that the CONTRACTOR is duly qualified and authorized to do business in the Commonwealth of Massachusetts; (vi) the CONTRACTOR is in compliance and is current with any payments under all federal, state and local tax laws; (vii) the CONTRACTOR will obtain any and all permits which may be necessary to perform the obligations of this CONTRACT; (viii) the CONTRACTOR will timely perform its obligations required by this CONTRACT.

ARTICLE XXV. THIRD PARTY BENEFICIARIES

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

ARTICLE XXVI. ENTIRE CONTRACT

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

ARTICLE XXVII. LIABILITY OF MUNICIPALITY

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

ARTICLE XXVIII. HEADINGS

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

ARTICLE XXIX. DAYS

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

ARTICLE XXX. SURVIVAL

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

ARTICLE XXXI. SEVERABILITY

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

enforceable comes closest to the intention of the parties with respect to the invalid or unenforceable provision.

ARTICLE XXXII. ADVICE AND COUNSEL

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

ARTICLE XXXIII. COUNTERPARTS

This CONTRACT may be executed in counterpart.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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

THE CONTRACTOR

CITY MANAGER

Company Name

Thomas G. Ambrosino, City Manager

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.

Scope of Services, RFP 2016-95

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)

Exhibit B Additional CDBG Terms and Conditions

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.

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

Version 5: Revised December 23, 2011

City of Chelsea
Conflict of Interest Law

Compliance Statement and Requirements for Vendors

ACKNOWLEDGMENT OF RECEIPT

I, _____,
(first and last name)

an employee at _____,
(name of vendor)

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

_____.
(date)

(signature)

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

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

Each employee shall complete the "Acknowledgment of Receipt" and the Vendor shall return the acknowledgments-only (Vendor keeping the Summary for their records) to the Chelsea the Chelsea Procurement Office.

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