

City of Gloucester

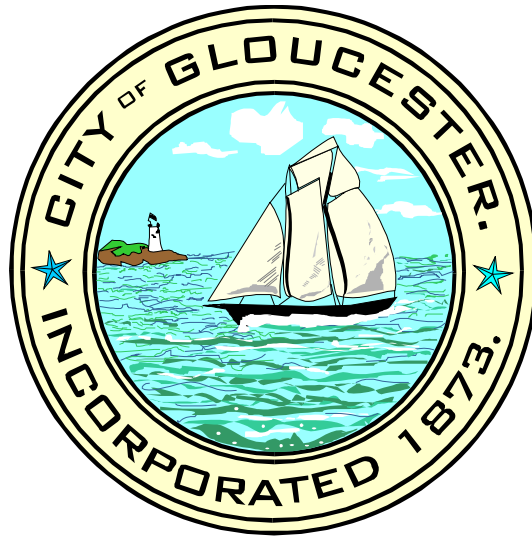
Office of the Purchasing Agent

City Hall, 9 Dale Avenue

Gloucester, Massachusetts 01930

Telephone 978 281 9710 Fax 978 281 8763

www.gloucester-ma.gov



Request for Proposals # 21013

Public Relations Consulting Services

Issued: August 14, 2020

Submission Deadline: September 2, 2020 @ 11:00 am

1. Bids not sent by courier (Fedex, UPS, USPS, etc.) can be dropped off in a new drop box located at the handicap entrance to City Hall during business hours. The box will be checked periodically and at the bid opening time.
2. Bidders who wish to attend the virtual bid opening can do so by using the information posted on Purchasing's website for that particular bid.

Addenda issued will be posted on our website www.gloucester-ma.gov click on Departments then Purchasing. We will make every effort to notify all planholders of any addenda issued, but it is the bidders responsibility to locate any addenda on our website.

SECTION 1.00 NEWSPAPER ADVERTISING

To: Cape Ann Beacon
From: Donna Compton, Purchasing Agent
Date: August 7, 2020

Re: Please run this ad on August 17, 2020

**Request for Proposals #21013
Public Relations Services for the City of Gloucester**

The City of Gloucester seeks proposals from professional public relations (PR) consultants to provide comprehensive conventional and social media consulting services for any City Department. The RFP package will be available on August 14, 2020 at the Office of the Purchasing Agent. Proposals must be received and will be opened at the Office of the Purchasing Agent, City Hall, 9 Dale Ave., Gloucester, MA 01930 no later than **Sept. 2, 2020 @ 11:00 am**. The City reserves the right to reject any and all proposals or to accept that which is deemed in the best interest of the City of Gloucester, MA. The City shall not be responsible for proposals arriving late for any reason.

Donna Compton
Purchasing Agent

SECTION 2.00 N/A

**CITY OF GLOUCESTER, MA
REQUEST FOR PROPOSAL # 21013**

SECTION 3.00 SERVICE DESCRIPTION

The scope of services includes but not limited to providing comprehensive conventional and social media consulting services for any City Department. In addition to consulting, create formatted press releases, manage City websites, Twitter and Facebook accounts, facilitate live on-air press conferences and provides support for recorded media features.

SECTION 3.01 RFP AVAILABILITY

Request for Proposals will be available on August 14, 2020 at the Office of the Purchasing Agent, City Hall, 9 Dale Avenue, Gloucester, MA.

SECTION 3.02 RFP OPENING

Proposals will be opened on Sept. 2, 2020 at 11:00 a.m. at the Office of the Purchasing Agent, City Hall, 9 Dale Avenue, Gloucester, MA.

SECTION 3.03 LATE SUBMISSIONS

The City shall not be responsible for proposals arriving late due to couriers, deliveries to wrong locations, express mailing services, etc.

SECTION 3.04 CANCELLATION OF OPENING

If City Hall is closed by the Mayor due to an emergency or winter weather conditions, scheduled bid openings will be postponed to the first day City Hall is open to conduct normal business functions. The time and location of the opening will be the same as originally scheduled in the Request for Proposals.

SECTION 3.05 RIGHT TO WITHDRAW

A proposer has the right to withdraw his/her bid any time prior to the time fixed for opening. A request to withdraw must be in writing.

SECTION 3.06 REQUESTING INFORMATION

Any prospective proposer requesting a change in or interpretation of existing specifications of terms and conditions must do so at least four (4) days, excluding Saturdays, Sundays and Holidays, before the scheduled proposal opening date. All requests are to be in writing and delivered, faxed to the Purchasing Department (978-281-8763) or emailed to purchasing@gloucester-ma.gov. If necessary to maintain a fair and equal bidding environment, the City will issue addenda to all proposers who have requested bid packages.

SECTION 3.07 INCOMPLETE PROPOSAL

Any proposal which is not according to prescribed form, incomplete, not properly signed, or contrary to the instructions and requirements contained in the Request for Proposal may be rejected by the City of Gloucester. **Conditional proposals will not be accepted.**

SECTION 3.08 TAX EXEMPTION

Purchases of goods and services by the City of Gloucester are exempt from the payment of Federal excise taxes and the Massachusetts sales tax, and any such taxes must not be included in the price computations.

SECTION 3.09 CONTRACT ASSIGNMENT

The successful Consultant will not be permitted to assign or underlet the contract, nor assign either legal or equitably, any moneys hereunder, or its claim thereto, without the previous written consent of the City of Gloucester.

SECTION 3.10 CONTRACT MANAGEMENT

The Contract Manager is Vanessa Krawczyk, Interim Chief Administrative Officer. The Contract Manager is located at 9 Dale Avenue, Gloucester MA 01930. The telephone number is 978 281 9700.

SECTION 4.00 STANDARD TERMS AND CONDITIONS

SECTION 4.01 PROPOSAL REJECTION

The City reserves the right to reject any and all proposals or to accept that which is deemed in the best interest of the City of Gloucester, Massachusetts.

SECTION 4.02 PROPOSAL WITHDRAWAL

No proposer may withdraw their proposal after the opening and prior to the execution and delivery of the contract or if no award is made at the expiration of sixty days (60) business days after the opening of the proposal.

SECTION 4.03 RIGHT TO WAIVE

The City reserves the right to waive any "minor informalities" or allow the proposer to correct them.

SECTION 4.04 EQUAL OPPORTUNITY

It is understood and agreed that it shall be a material breach of any contract resulting from this proposal for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharging, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age, sexual orientation, handicap, gender identity or ancestry.

SECTION 4.05 PROPOSAL EFFECTIVE DATE

The proposal will remain in effect for a period of 60 days from the deadline for submission of proposals or until it is formally withdrawn, a contract is executed, or this RFP is canceled, whichever occurs first.

SECTION 4.06 CONTRACT DURATION

Work as described in the Scope of Services shall begin immediately following the execution of a contract. The contract term is one year from the date of execution with the option to renew for two additional one year periods at the sole discretion of the City.

SECTION 4.07 CANCELLATION

The City will have the option to cancel the contract provided that written notice is given 10 days prior to the effective termination date.

SECTION 5.00 PROPOSAL SPECIFICATIONS

SECTION 5.01 RFP PACKAGING

Two (2) separate sealed envelopes, one containing four copies of the non-price technical proposal marked "Non-Price (Technical) Proposal – Public Relations Services" and one containing two copies of the price proposal marked "Price Proposal – Public Relations Services" must be received by the Office of the Purchasing Agent, City Hall, 9 Dale Avenue, Gloucester, Massachusetts 01930, prior to **11:00 AM on September 2, 2020**. Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, please make no reference to pricing in the non-price technical proposal. Failure to adhere to this requirement will result in disqualification. It is the sole responsibility of the Offeror to insure that the proposal arrives on time at the designated place.

SECTION 5.02 PRICE SUMMARY FORMS

The Price Summary Forms must be completed. No substitute form will be accepted. Pricing must remain firm throughout the contract. The Price Summary Forms (see format in section 12.02) must be submitted under separate cover in the "Price Proposal – #21013 Public Relations Services" package to the Purchasing Department. The Proposer should make no reference to pricing in the Non-Price (Technical) Proposal submittal. Failure to adhere to this will result in disqualification of proposer.

SECTION 6.00 RFP SPECIFICATION

SECTION 6.01 INTRODUCTION

All information in the proposal should be organized and presented as directed below. The proposal should provide a straightforward and concise description of the Offeror's commitment and ability to perform the services described in this document. To expedite the evaluation of proposals, it is essential that the Offeror strictly adhere to the instructions. A proposal may be deemed to be non-responsive, at the Evaluation Committee's discretion, if an Offeror fails to comply with the following instructions.

SECTION 6.02 PROPOSAL APPLICATION

N/A

SECTION 6.03 COMPARATIVE EVALUATION CRITERIA

This portion of the proposal is intended to present a description of the Offeror's qualification. The Offeror should respond briefly to items listed in Section 10 Comparative Evaluation Criteria, and include all requested documentation. When preparing this portion of the proposal, the Offeror should clearly identify and respond to each evaluation criteria.

SECTION 6.04 PLAN OF SERVICES

The firm must present a detailed plan describing how the firm will provide the services described herein. Sufficient detail should be provided to demonstrate the methodology and resources the firm proposes to use to perform the services required, how the project will be structured, and how the work will be performed.

SECTION 7.00 N/A

SECTION 8.00 SCOPE OF SERVICES SPECIFICATIONS

Robust public relations are a vital component for building and maintaining community trust. Public agencies have an obligation to both share and make accessible relevant information regarding their operations.

The Public Relations Company should provide comprehensive conventional and social media consulting services. In addition to consulting, create formatted press releases, manage police/fire websites, Twitter and Facebook accounts and also facilitate live on-air press conferences and provide support for recorded media features.

1. Public Safety media relations is both a nuanced skill and a significant potential liability. Massachusetts public record laws are broad in scope, however, also contain specific restrictions regarding information that can be distributed. Consequently, a primary factor in selecting a public relations firm is that said firm has experience specific to ever changing Massachusetts law. There is significant statutory and civil penalty for releasing confidential information typically possessed by public safety agencies (e.g. CORI, domestic violence, juvenile, sexual assault, HIPPA). It is advantageous to hire a firm established in Massachusetts and familiar with municipal laws.

SECTION 8.01 DELIVERABLES

The successful Proposer shall deliver to the Contract Manager, for acceptance and approval, documentation of the coverage obtained in original published form whenever possible, or as an original extract (in the case of internet coverage). The Contract Manager may require at no additional cost, corrections or changes to the deliverables where it is not compliant with the RFP. Changes must be completed and the Deliverables resubmitted within three (3) days of receiving the request, unless agreed upon extension is provided by the city. The Deliverables shall contain the materials required in Section 8.00 Scope of Service Specifications. Scope of Services and qualifications:

The successful proposer will propose a complete public relations and branding campaign focusing on four key areas:

1. Consistent, aggressive content production from all departments
2. Consistent, aggressive social media presence
3. Regular communication from city services including mayor, public works, health department, etc.
4. Proactive police and fire news – 90% of which should be “positive” non-incident news (School accomplishments, community policing, addiction recovery, fire prevention, etc.)
5. Crisis management services when required

Public Relations Services shall include:

- Complete public relations representation for City of Gloucester – all departments except School
- Up to 12 press releases written and distributed per month on any topics (can bank content during slow months for use during busy months and crises)
**A monthly report will be provided to the City and Department Heads with the beginning of the month count on banked Press Releases available and the new 12 for that month*
- 24/7 availability for work or direct, in-person response for incidents or crises
- Daytime telephone consultations/no extra charge
- Crisis management/Crisis communications services
- Logistical support and press staging/management during incidents
- Manage and coordinate media inquiries
- Promotion of positive events in the various departments
- Branding and publicity for events and campaigns
- One evening/weekend press release per quarter at no extra charge
- Discounts for photography, videography, graphic design, and banner/printing services
- News and Events Portal Website hosting and management as an included option

SECTION 8.02 METHOD OF PAYMENT

The successful Proposer shall submit invoices as tasks are completed and approved by the contract manager.

SECTION 9.00 NON-PRICE (TECHNICAL) PROPOSAL - QUALITY REQUIREMENTS

1. **Project Understanding and Methodology:** Proposers shall demonstrate their understanding of the project and outline their methodology to perform the services requested in the scope of work section of this RFP.
2. Proposers must identify their project team, provide a detailed description of their résumé's and qualifications, and the experience and expertise of the organization. The proposal should highlight the manner in which this experience relates to similar successful projects that have previously been completed. The proposal must also indicate clearly the approximate number of hours each of these key personnel will devote to each task. No cost information shall be associated with this section; Costs are to be submitted under separate cover, "Price Proposal". Failure to comply with this requirement will result in disqualification of the Proposer.
3. **Work Plan and Schedule:** Proposers must prepare a project work plan and schedule of deliverables.

SECTION 9.01 RATING COMPARATIVE CRITERIA

All proposals will be reviewed in accordance with MGL Chapter 30B by the Selection Committee, and final selection will be based upon an evaluation and analysis of the information and materials required under the RFP, and possible interviews with selected firms. Proposals that meet the minimum criteria (section 9.03) will be reviewed for responses to the comparative evaluation criteria (section 10.0). Each proposal shall consist of two (2) separate parts, a Non-Price (Technical) Proposal and a Price Proposal. The Non-Price and Price Proposals shall be evaluated separately.

SECTION 9.02 MINIMUM RATING COMPARATIVE CRITERIA

Minimum rating comparative criteria includes:

1. **REFERENCES:** List references that can be contacted during the RFP process. Two of the references must be clients for which proposer is providing services similar to those outlined in the RFP. Include the customer name, contact person, his/her title, address and telephone number. *(Complete Reference Form)*
2. **COMPLETENESS OF PROPOSAL:** All Quality Requirements, Application, Comparative Criteria and forms submitted complete and as requested in the RFP.
3. **YEARS OF RELATED EXPERIENCE:** Proposers must have more than three years of related experience in consulting services particularly in the area of public relations.
4. **METHODOLOGY:** Demonstrates understanding of the project and meets City needs to provide comprehensive conventional and social media consulting services.

SECTION 10.00 COMPARATIVE EVALUATION CRITERIA

SECTION 10.01 NON-PRICE (TECHNICAL) PROPOSAL

General: The City reserves the right to award the contract to the most advantageous proposal, taking into consideration both technical and fee aspects of the proposals submitted and shall not be required to award to the firm submitting the lowest cost proposal. Technical proposals will be scored based on the criteria listed below. The City will then open the cost proposal. The City reserves the right to conduct interviews of any or all of the firms that submit a proposal. Any proposal that receives a ranking of "not acceptable" for any one criterion will be removed from consideration. The Proposers shall be ranked in accordance with the following selection criteria and its associated weight as follows:

<i>Highly Advantageous</i>	<i>Advantageous</i>	<i>Not Advantageous</i>	<i>Not Acceptable</i>
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Municipal and Public Safety experience of Firm assigned to the project:

<i>Highly Advantageous</i>	Ten years or more of related experience in Massachusetts
<i>Advantageous</i>	More than five years, but less than ten years of related experience in Massachusetts
<i>Not Advantageous</i>	More than three, but less than five years of related experience
<i>Not Acceptable</i>	Less than three years of related experience

Municipal and Public Safety experience of Project Manager assigned to the project:

<i>Highly Advantageous</i>	Ten years or more of related experience in Massachusetts
<i>Advantageous</i>	More than five years, but less than ten years of related experience in Massachusetts
<i>Not Advantageous</i>	More than three, but less than five years of related experience
<i>Not Acceptable</i>	Less than three years of related experience

References:

<i>Highly Advantageous</i>	The Proposer has only favorable references on similar projects.
<i>Advantageous</i>	The Proposer has more favorable than unfavorable references on similar projects.
<i>Not Advantageous</i>	The Proposer has fewer favorable than unfavorable references on similar projects.
<i>Not Acceptable</i>	The Proposer has no favorable references on similar projects.

Prior Experience with the City of Gloucester:

<i>Highly Advantageous</i>	The proposer has been awarded contracts by the City to provide Public Relations Services during the past five years
<i>Advantageous</i>	The proposer is familiar with the City through third party agreements to provide services.
<i>Not Advantageous</i>	The proposer has is not familiar with the City

SECTION 10.02 PRICE PROPOSAL

The Price Proposal shall be submitted on the form provided or on a similar format to the sample provided herein and shall be in sufficient detail to clearly indicate, by each task in the scope of services, the number of hours and salaries for each team member and consultant required to complete the work.

SECTION 11.00 FORMS TO BE COMPLETED & INCLUDED IN THE TECHNICAL PROPOSAL PACKAGE

NON COLLUSION STATEMENT

All Proposers are responsible and required by Massachusetts General Law to submit a statement of Non Collusion with their bid. If a form has not been included in the Invitation for Bid package, you may request a copy from the Purchasing Office.

ACKNOWLEDGMENT OF ADDENDA

Each bidder shall acknowledge the receipt of any addenda by signing and including it in their bid submission. Failure to do so may disqualify the bid as incomplete.

Addenda issued will be posted on our website www.gloucester-ma.gov click on Departments then Purchasing. We will make every effort to notify all planholders of any addenda issued, but it is the bidders responsibility to locate any addenda on our website.

REFERENCE FORM

PLAN OF SERVICES

AUTHORIZED SIGNATURE PAGE

RESUMES OF KEY PERSONNEL ASSIGNED

Attachment "A" REFERENCE FORM:

Governmental Agency or Business	Contact Person	Title	Telephone
Description of Project			

Governmental Agency or Business	Contact Person	Title	Telephone
Description of Project			

Governmental Agency or Business	Contact Person	Title	Telephone
Description of Project			

Governmental Agency or Business	Contact Person	Title	Telephone
Description of Project			

Governmental Agency or Business	Contact Person	Title	Telephone
Description of Project			

Governmental Agency or Business	Contact Person	Title	Telephone
Description of Project			

Governmental Agency or Business	Contact Person	Title	Telephone
Description of Project			

Governmental Agency or Business	Contact Person	Title	Telephone
Description of Project			

Governmental Agency or Business	Contact Person	Title	Telephone
Description of Project			

Attachment "B" CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalty 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.

Bidder: _____ Address: _____
 Authorized Signature _____ Title: _____
 Telephone _____ Fax _____

TAX COMPLIANCE

IF A CORPORATION:

State in which Incorporated _____
 President _____
 Treasurer _____
 Secretary _____

If a foreign (out of State) corporation - are you registered to do business in Massachusetts? YES ____ NO _____. If you are selected for this work, you are required under Massachusetts General Law Chapter 38D, to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate to the awarding authority prior to award.

IF A PARTNERSHIP (Name All Partners):

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State/Zip</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

IF AN INDIVIDUAL:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State/Zip</u>
_____	_____	_____	_____

IF AN INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME:

<u>Name of Firm</u>	<u>Business Address</u>	<u>City</u>	<u>State/Zip</u>
_____	_____	_____	_____
<u>Name of Individual</u>	<u>Address</u>	<u>City</u>	<u>State/Zip</u>
_____	_____	_____	_____

ATTESTATION CLAUSE

Pursuant to MGL c 62C sec 49A. I certify under penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

Social Security No. Or Federal Identification No

Signature or Individual or Corporate Name

Corporate Officer (If Applicable)

SECTION 12.00 FORM TO BE COMPLETED & INCLUDED IN THE PRICE PROPOSAL PACKAGE

The City plans to award a contract for one year, with the option to renew for 2 additional 1 year periods at the sole discretion of the City, to the responsive and responsible consultant submitting the most advantageous proposal, taking into consideration all criteria as well as the proposal price.

PRICE SUMMARY FORM FOR ANY CITY DEPARTMENT

	Total Cost
Consulting Services Year one	\$
	Total Cost
Consulting Services Year two (option year 1)	\$
	Total Cost
Consulting Services Year three (option year 2)	\$

SECTION 12.03 AUTHORIZED SIGNATURE

The undersigned hereby proposes to furnish all required services contained in RFP #21013 Consulting Services, Public Relations for the City of Gloucester and for the bid price contained in Section 12.01. Signatory must provide evidence of authority to enter into this agreement.

<i>Company Name</i>	<i>Street Address</i>	<i>State & Zip Code</i>
<i>Authorized Signature</i>	<i>Print or Type Name</i>	<i>Title</i>
<i>E-mail Address</i>	<i>Telephone</i>	<i>Fax</i>

SECTION 13.00

BIDDER CHECKLIST

CHECK COMPLETION

TECHNICAL PROPOSAL

(ENVELOPE NO. 1)

TASK	COMPLETED
Proposal sealed, signed and marked as required	
Reference Form, completed	
Addenda Receipt Acknowledged	
Non Collusion Form, completed	
Resumes attached	
Plan of Services, (schedules – remember no prices here)	

PRICE PROPOSAL

(ENVELOPE NO. 2)

TASK	COMPLETED
Price Proposal Form, completed	

DRAFT CONTRACT 21013
PUBLIC RELATION SERVICES

The City of Gloucester, a municipal corporation, organized and existing under the laws of the Commonwealth and located in the County of Essex in said Commonwealth, hereinafter sometimes called the City and sometimes referred to as the Contractor, with their principal office located at

DATE Executed this ____ day of

RECITALS

1. Whereas the City of Gloucester requires professional Public Relations Services
2. Whereas the City of Gloucester, by its Mayor, having been authorized by the City Council, has the power to purchase such professional service from outside sources; and
3. Whereas the Contractor has made claim and has satisfied the City that it is capable of performing the required professional services; and
4. Whereas in reliance upon the above.

THE CITY AND CONTRACTOR AGREE THAT:

1. Services

The Contractor shall perform all the services contained in the Scope of Work attached hereto and or incorporated herewith.

2. Contractor's Covenants

- A. The Contractor covenants that it is qualified to perform the services required by this contract and now is, and shall at all times while this contract is in effect, be duly permitted by law to perform such services, and all personnel engaged in this contract shall be qualified, licensed if necessary, and so permitted to do the work they perform.
- B. The Contractor agrees to pay all debts for labor and/or services and materials contracted by it, if any, and for the rental of any office space, equipment or machinery hired by it, if any, for and on account of the services to be performed hereunder; and the Contractor agrees to assume the defense of and indemnify and hold harmless the City, its officers, agents and employees from and against any and all suits, claims, demands, expenses and liabilities arising from or in any way rendered under this contract. The Contractor shall have no capacity to bind the City in any contract nor to incur liability on the part of the City, and if the Contractor employs or proposes to employ any person or persons during the term of this contract, the employment or proposal shall not obligate the City in any manner to any such employee.
- C. The Contractor covenants with the City that it shall be solely responsible for the conduct, health and safety of its employees during the term of this contract.
- D. The Contractor shall maintain records of all details with respect to the services performed hereunder, for six years after the date of the final payment made by the City under this contract. The Contractor shall permit any duly authorized representative of the City, State or Federal agency which requires access as a precondition to funding, if any, or any of their duly authorized representative, from time to time and during regular business hours, to have access to and inspect papers, and other records of the Contractor pertaining to transactions pursuant to this contract.
- E. The Contractor covenants with the City that it shall, upon the completion of this contract or upon termination, turnover, surrender or deliver to the City originals or executed duplicates of all documents, bids, estimates, contracts, leases, deeds, memoranda, correspondence, requests for proposals, pleadings, answers, opinions or any other finished work product contemplated within the Contractor's Scope of Work attached hereto. It is understood that upon delivery to the City, all such instruments become the property of the City of its use without restriction. All services including reports, opinions and information to be furnished under this contract are confidential and shall not be divulged in whole or part to any person other than duly authorized representative of the City. The contractor shall take all necessary steps to insure that no member of his staff divulges any such information, except as herein permitted.
- F. The Contractor agrees that during the performance of this contract:
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, age, color, religious creed, handicap, sex, ancestry, sexual orientation, gender identity or national origin.
 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive equal consideration for employment without regard to race, age, color, religious creed, handicap, sex, ancestry, sexual orientation, gender identity or national origin.
 3. The Contractor's rights, obligations and duties under this contract shall not be assigned in whole or part without prior written consent of the City, but this shall not prohibit written consent of the City, but this shall not prohibit the assignment of the proceeds due or to become due hereunder to a bank or financial institution without such approval. None of the services to be performed by the Contractor pursuant to this contract shall be subcontracted without the prior written consent of the City.
- G. A summary of the Conflict of Interest Law is attached hereto as Exhibit "A", and must be distributed to all key employees of the Contractor whose services are specifically required by name, implication or understanding of the parties. Pursuant to Chapter 28 of the Acts of 2009, as amended, all key employees must complete online ethics training on the State Ethics Commission's website www.mass.gov/ethics. Within thirty (30) days of the date of this Contract, each key employee must provide to the Purchasing Agent a signed acknowledgement of receipt of the summary of the Conflict of Interest of Law, in the form attached hereto, and a certificate of completion of the online training which must be printed at the completion of the training. In the event that the term of this agreement extends for more than two years, all continuously employed key employees shall repeat the online training and provide the City with a new certificate of completion within ninety (90) days before or ninety (90) days after the two-year anniversary of the date of this contract. Any new key employee who becomes

employed by the Contractor after the date of this contract and whose services are specifically required by this contract must complete the online training and provide the City with a certificate of completion within thirty (30) days of the date on which his services commence pursuant to this contract. Satisfaction of these requirements is the sole responsibility of the Contractor and its key employees, and the City shall have no liability for the Contractor's or its key employees' failure to meet these requirements.

- H. **Termination** - This contract may be terminated by either party upon ten days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the City terminates this agreement under the terms of this paragraph and it is later determined that the Contractor had not so failed, the Contractor shall be paid for services performed to the termination notice date plus reasonable related costs incurred due to termination.

In addition, the City may terminate this agreement at any time upon ten days written notice should the services of the Contractor no longer be required. Upon receipt of ANY termination notice, the Contractor shall:

1. Promptly discontinue all service affected (unless the notice directs otherwise) ; and
2. Deliver or otherwise make available to the City all data, drawings, reports, estimates, memoranda, summaries, work products and the information that the Contractor may have accumulated in performing this contract, whether complete or in process.
3. The City may take over the work in this contract and prosecute the same to completion by agreement with another party or otherwise.
4. In the event of a termination, an equitable adjustment shall be made in moneys paid the Contractor. The adjustment shall provide for payment to the Contractor for services rendered and expenses incurred before the termination settlement costs the Contractor reasonably incurs relating to commitments which had become firm before the termination.
5. Dispute resolution:
 - a) All disputes between the contractor and city shall be subject to non-binding mediation.
 - b) Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed and requiring that the matter be mediated within forty five (45) days of service of the notice.
 - c) The mediation shall be administered by a mutually agreed upon mediator, failing an agreement by the American Arbitration Association in accordance with its most recent construction mediation rules.
 - d) No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty five days after service of notice.
 - e) Massachusetts law shall govern this agreement.

- I **Notice** - No notice, action, or other communication shall be effective unless received by the persons holding the following designated positions:

FOR THE CITY		FOR THE CONTRACTOR	
Name	Vanessa Krawczyk	Name	
Title	Interim Chief Administrative Officer	Title	
Address	9 Dale Avenue	Address	
City, State, Zip	Gloucester, MA 01930	City, State, Zip	
Phone	978 281 9700	Phone	

All notices shall be in writing except in exigent circumstances, telephone communication confirmed by an immediate subsequent correspondence shall be effective.

- J **Contract Interpretation** - This contract shall be construed as a Massachusetts contract and any interpretation of its meaning, effects or consequences shall be determined with reference to Massachusetts statutory and common law.
- K **Contract Changes** - This agreement may be modified or altered by the parties at any time, provided, however, that such modification or alterations are evidenced by a writing and signed by all parties hereto.

**AGREEMENT #21013
Public Relations Services for the City**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____

ACCEPTED FOR THE CONTRACTOR:

I _____ hereby certify that I have the authority to act on behalf of the company
(Print name and title)
and bind the company on whose behalf I am signing this contract.

Authorized Signature	Title
Date	Address
	Telephone

ACCEPTED FOR THE CITY OF GLOUCESTER

Mayor	Date	City Hall., 9 Dale Ave., Gloucester, MA. 01930	978 281 9700
			Telephone

APPROVED:

Purchasing Agent	Date	City Hall., 9 Dale Ave., Gloucester, MA. 01930	978 281 9710
			Telephone

Contract Manager	Date	Gloucester, MA. 01930	Telephone
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APPROVED AS TO FORM

City Solicitor	Date	City Hall., 9 Dale Ave., Gloucester, MA. 01930	978 281 9727
			Telephone

CERTIFICATION AS TO FUNDS

Certification is herewith given that funds are available for payments required by the terms contained in this contract

	Total		PO Number

APPROVED BY:

City Auditor	Date	City Hall., 9 Dale Ave., Gloucester, MA. 01930	978 281 9730
			Telephone

Starting Date: Upon receipt of a fully executed contract
Completion Date: One year from the contract execution date with the option to renew for two additional one year periods at the sole discretion of the City.

CERTIFICATE OF AUTHORITY TO SIGN CONTRACT

_____ 2020

I, _____ Clerk/Secretary of _____
_____ named in the foregoing contract, certify that the Authorized signature _____
_____ who will sign the said Contract on behalf of said corporation; that I know his/her signature; that his/her
signature thereto is genuine and that said contract will be duly executed for and in behalf of said corporation by authority
of its Directors on a vote taken on _____, 20 .

Affix Corporate Seal Here:

Authorized Signature

Clerk/Secretary Signature

“EXHIBIT A”

Summary of the Conflict of Interest Law for Municipal Employees

This summary of the conflict of interest law, General Law 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. Town meeting members and charter commission members are not municipal employees under the conflict of interest law.

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 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.

Regulatory exemptions. In addition to the statutory exemptions just mentioned, the Commission has created several regulatory exemptions permitting municipal employees to participate in particular matters notwithstanding the presence of a financial interest in certain very specific situations when permitting them to do so advances a public purpose. There is an exemption permitting school committee members to participate in setting school fees that will affect their own children if they make a prior written disclosure. There is an exemption permitting town clerks to perform election –related functions even when they, or their immediate family members, are on the ballot, because clerks’ election-related functions are extensively regulated by other laws. There is also an exemption permitting a person serving as a member of a municipal board pursuant to a legal requirement that the board have members with a specified affiliation to participate fully in determinations of general policy by the board, even if the entity with which he is affiliated has a financial interest in the matter. Other exemptions are listed in the Commission’s regulations, available on the Commission’s website.

Example where there is no violation: A municipal Shellfish Advisory Board has been created to provide advice to the Board of Selectmen on policy issues related to shellfishing. The Advisory Board is required to have members who are currently commercial fisherman. A board member who is a commercial fisherman may participate in determinations of general policy in which he has a financial interest common to all commercial fishermen, but may not participate in determinations in which he alone has a financial interest, such as the extension of his own individual permits or leases.

(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"; selectmen 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 to 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 7: Revised November 14, 2016

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ACKNOWLEDGMENT OF RECEIPT

I, _____, *(first and last name)*

an employee at _____,
(name of municipal dept)

hereby acknowledge that I received a copy of the summary of the conflict of interest law for municipal employees, revised November 14, 2016 on _____.
(date)

Municipal employees should complete the acknowledgment of receipt and return it to the individual who provided them with a copy of the summary. Alternatively, municipal employees may send an e-mail acknowledging receipt of the summary to the individual who provided them with a copy of it.

WHO IS CONSIDERED A PUBLIC EMPLOYEE?

a. Anyone who holds an office or position with, or provides services to, a public entity, is a public employee. The statutory definitions of who is a state, county, and municipal employee for purposes of the conflict of interest law are very broad. These definitions are not limited to paid, full-time public employees. Everyone who performs services for, or holds an office or position with, a state, county, or municipal agency is subject to the conflict of interest law. This is true whether the person is paid or unpaid, is a volunteer, works part-time, is employed only for part of the year or on a seasonal basis, or is a "special" employee. The law applies to these individuals, regardless of whether the employee is elected, appointed, or working under a contract.

The conflict of interest law applies to employees of regional entities, including employees of regional school districts and educational collaboratives, regional retirement systems, regional transit authorities, regional planning commissions, regional councils of governments, and independent entities such as water and sewer districts and fire districts and prudential committees. Employees of regional entities are considered to be employees of each municipality that is a member of, or participates in, the regional entity.

An individual who has a contract with a state, county or municipal agency to provide services to that agency is a public employee for purposes of the conflict of interest law. For example, a professor who contracts with a state agency to serve as an expert witness is a state employee for purposes of the conflict of interest law, and a musician who contracts with a school department to instruct students in trumpet playing is a municipal employee for purposes of the conflict of interest law.

b. Vendors and contractors: Most employees of vendor and contractor firms which do business with public entities are not public employees, but "key employees" of such private firms are public employees.

Public agencies frequently enter into contracts with private firms and corporations. In most cases, the employees of private vendor and contractor firms that do business with public agencies are not public employees for purposes of the conflict of interest law, and are not subject to the mandatory education and training requirements that apply to public employees. For example, the employees of a firm that delivers art supplies to school departments are not public employees, and are not subject to the mandatory education and training requirements. Neither are the employees of a bank that provides financial services to various municipalities.

However, in certain limited circumstances, an employee of a private firm may also be a public employee for purposes of the conflict of interest law and the new training and education requirements. If a public agency expressly or impliedly contracts for the personal services of a particular individual employed by a private firm, then the particular employee is a "key employee" and is considered a public employee for purposes of the conflict of interest law. For example, if a public agency hires a real estate consulting firm to provide development services, and the contract specifies that a particular partner will provide those services, then the partner is a public employee. Similarly, if both parties to such a contract intend that a particular partner will provide those services but do not say so expressly in the contract, the partner will be a public employee. By contrast, if a school department contracts with a school bus company to drive its students and the company can assign any of its drivers to do that work, the drivers are not public employees for conflict of interest law purposes. Employees of consultant firms who provide specialized services, such as legal, design, or architectural services, are more likely to be considered "key employees" than are employees of firms that provide goods or non-specialized services (See [Advisory 06-01](#)). Questions about whether employees of a particular firm are public employees for purposes of the mandatory education and training requirements may be directed to the Commission's Legal Division by calling (617) 371-9500, or submitted electronically on this website.