CITY OF NEW BEDFORD
POLICE DEPARTMENT

ANIMAL BOARDING FACILITY
New Bedford, Massachusetts

#20210004

June 10, 2019

Jonathan F. Mitchell
Mayor

Police Department
Animal Control Dept
871 Rockdale Avenue
New Bedford, MA 02740
The City of New Bedford Purchasing Department, in conjunction with the New Bedford Police Department, Animal Control Division is soliciting bids for: Animal Boarding Facility Service for a three year term.

Sealed bids will be received by the Purchasing Department, in the office of the Purchasing Agent, Room 208, City Hall, 133 William Street, New Bedford, MA, 02740 during business hours, until the date and time of the bid opening.

**BID OPENING**

Bids will be opened on Monday, June 24, 2019
11:00 AM Prevailing Time

Contract Documents, including the Information for Bidders, Form of Bid, Form of Contract Specifications, and other Contract Documents may be obtained and/or examined on or after **Monday, June 10, 2019** at [www.newbedford-ma.gov](http://www.newbedford-ma.gov) or by email to purchasing@newbedford-ma.gov.

Attention is called to the fact that supplies furnished as part of this Contract are exempt from Sales and Use Tax. All bids submitted should take this factor into consideration and be calculated accordingly.

The contract will be awarded within thirty (30) days after the bid opening. The time for award may be extended by mutual agreement between the City and the awarded bidder.

No Bidder may withdraw his/her bid for a period of thirty (30) days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening thereof.

The Bidder must furnish a Non-Collusion Form and Statement of Taxes with their bid.

Each bid must be accompanied by a bid deposit of at least five percent (5%) of the bid amount. Bid deposits may be in the form of Certified Check, Certificate of Deposit, or Bid Bond, and made payable to the City of New Bedford, MA.

Awarded bidder must furnish ALL REQUIRED DOCUMENTATION

**AWARDING AUTHORITY**

CITY OF NEW BEDFORD
PURCHASING DEPARTMENT
CITY OF NEW BEDFORD
MASSACHUSETTS

TERMS OF AGREEMENT:

The terms of this agreement shall be three (3) years, commencing on July 1, 2019 and terminating on June 30, 2022, unless sooner termination as hereinafter provided.

SCOPE OF SERVICES:

A. Boarding of Animals

The Shelter shall provide boarding services, in a sanitary and secure facility that is suitable for the detention of animals, for animals delivered by City to the Shelter operated by the Shelter. Said boarding services shall include daily care, necessary inoculations and testing and flea and tick control.

For dogs, said boarding services shall also include temperament testing. Any emergency veterinary expenses during the minimum boarding periods, established pursuant to this agreement, shall be the responsibility of the City however the Shelter shall be responsible to provide emergency transportation to a veterinarian for health care. The Shelter shall provide a list of fees for services and attach to this contract.

The Shelter shall properly train and supervise its employees to ensure that all animals in Shelter’s facility are cared for in a sanitary environment and in a humane manner.

Dogs shall be boarded for a minimum of ten (10) days as per City ordinance or until an owner comes forward to claim the dog, whichever is less. No dog may be claimed by an owner until all outstanding fees and fines owed to the City for said dog has been paid. This shall include any additional amounts owed as a result of the animal being held past the holding periods set forth in this Agreement, at the direction of the City. Payment shall be received on behalf of the City by the Shelter (no personal checks shall be accepted). The Shelter shall turn over said payment with corresponding claim form to the City.

If any dog is not claimed after ten (10) days, as per City ordinance the animal will be turned over to the Shelter on the first (1st) available day and the City will be billed a turn-in fee. A signed release of ownership must accompany any owned animal surrendered through Animal Control.

In the event an animal must be boarded for more than then (10) days as per City ordinance, (i.e. pending court case) the city shall notify the Shelter that the animal is not being turned-in and the City shall be responsible for continued boarding costs at the rate specified in the rate sheet submitted, until such time as the City notifies the Shelter that the animal is being turned-in or that other arrangements have been made for the animal.

Cats and other animals shall be boarded for a minimum of three (3) days or until an owner comes forward to claim the cat or other animal, whichever is less. No cat or other animal may be claimed by an owner until all outstanding fees and fines owed to the City for said animal have been paid. This shall include any additional amounts owed as a result of the animal being held past the holding periods set forth in the Agreement, at the direction of the City. Payment shall be received on behalf of the City by the Shelter (no personal checks shall be accepted). The Shelter shall turn over said payment with the corresponding claim form to the City.

If any cat or other animal is not claimed after three (3) days, the animal will be turned over to the Shelter on the fourth (4th) day and the City will be billed a turn-in fee. A signed release of ownership must accompany any owned animal surrendered through Animal Control.
In the event an animal must be boarded for more than three (3) days (i.e. pending court case) the City shall notify the Shelter that the animal is not being turned-in and the City shall be responsible for continued boarding costs at the rate specified in the rate sheet submitted, until such time as the City notifies the Shelter that the animal is being turned-in or that other arrangements have been made for the animal.

The Shelter facility shall be open to the public for owners to retrieve their animals, during the hours specified in the Schedule of Business Hours. The Shelter shall make its facility available to the City seven days a week 11:00 a.m. to 4:00 p.m. or by appointment. The Shelter shall provide the City with access and provide a key for the Animal Control Officers to the overnight holding quarters while the Shelter is closed, Holidays, Vacation, or any other reason. All shelter deliveries shall be performed in accordance with the procedures of the Shelter.

The Shelter agrees to confine for the City, all animals brought to their facilities by the Animal Inspector, Animal Control Officer, Dog Officer of the City of New Bedford, or residents who certify with a driver’s license, or comparable identification, that the animal was found within the City limits or which Animal Control has authorized.

A written quarantine slip from the Animal Inspector shall be included with each animal submitted to Shelter’s facility for quarantine, no later than 48 hours after entering the facility.

In a case where the dog or cat is brought into the shelter with pups or kittens the City will be billed the daily boarding fee for one animal unless the puppies or kittens are old enough to be boarded in their own kennel, then the City will be billed a boarding fee for each puppy or kitten boarded in separate kennel spaces. However, if two puppies or kittens get along they should be kenneled together.

The Shelter shall contact the City to inform the City of the animal’s veterinary needs and keep the City up to date with any changes that the animal may need.

The Shelter agrees once an animal is taken to the vet and returned to the Shelter, that the Shelter shall provide the animal with daily care including wound care, bandage changing, administering medication, and any other medical care needs to provide a healthy, comfortable stay for the remaining holding period.

Any kittens or puppies born while the animal is in the Shelter’s facility during the holding period will be considered the Shelter’s property and the City will not be billed for any expenses.

For disease control purposes, the Shelter agrees to provide the City with an area designated for animal carriers and transportation vehicles to be cleaned and disinfected, if needed.

The City shall provide the needed equipment to disinfect and clean the City’s Equipment.

All animals will be confined according to the agreed days per animal. The only exception will be in the event of a dog hearing, quarantines, cruelty complaints, abandoned animals, drug raids where owners have been arrested, or any animal deemed by the City to require an extra stay period during an investigation to determine the animal’s owner. The Shelter agrees to hold all said animals until the City has communicated to the Shelter that the animal can be adopted.

In the event the City delivers to the Shelter an animal resulting from the arrest or detention of the animal’s owner, the City will provide to the Shelter a completed Person’s Arrest Form or 10 Day Form within twenty-four hours (24) of receiving the animal.

The City agrees that unclaimed animals will become the Shelter’s property after their holding period, and any
potential adopters must apply through the Shelter adoption process. The Shelter may, at its discretion, offer animals to the City for transfer to other facilities after their holding period.

The Shelter agrees to fill out all appropriate paper work that is needed to claim and keep accurate records according to State Law and City Ordinances regarding animals.

For any animals brought by the Animal Inspector or Animal Control Officer of the City of New Bedford, his or her agents, employees, or residents of the City of New Bedford, a copy of the Shelter’s in take form must be submitted to the City with final disposition of the animal, be it adopted, not adoptable, claimed, transferred to other facilities, etc., along with the monthly billing.

The Shelter agrees, when an owner of an animal is found, the required paper work will be filled out including: a 10-day form, a claim slip, and any other pertinent paper work regarding that animal that may be needed.

The Shelter shall establish a website to provide information to residents who are trying to locate their lost animals and to display stray animals that have been brought in by the City. In the event the Shelter is unable to provide its own website, the Shelter agrees to cooperate with City officials to establish on-line capability, through the City’s website, to assist residents in locating their lost pets.

Being the goal between the City and the Shelter to reunite animal and owner, the Shelter will check for microchips in animals they receive.

All monies paid to the Shelter, once an animal owner is located (during the holding period) or any extended holding period at the direction of the City), becomes the property of the City and a claim form shall be filled out with the amount of days, times, the city claim fee, total amount due, animals description, owners name, address, city, town, phone number, date of birth and social security number of the owner.

It is the intention of the City and the Shelter to give care and comfort to animals delivered to the Shelter by the City. The parties recognize that from time to time there may be animals delivered to the Shelter, the disposition of the animal may need special attention to care for the animals needs be it medical or temperamental. If and when the City and the Shelter both agree that an animal is not adoptable, the City, through its animal control division, will be responsible for the euthanizing of the animal, after the holding period has expired.

The Shelter facility shall be open to the public, for owners to retrieve their animals, during the hours specified in the “Schedule of Business hours” attached hereto as EXHIBIT A. The Shelter shall make its facility available to the City seven days a week11:00 a.m. to 4:00 p.m. or by appointment. The Shelter shall provide the City with access and provide a key for the Animal Control Officers to the overnight holding quarters while the Shelter is closed, Holidays, Vacation, or any other reason. All shelter deliveries shall be performed in accordance with the procedures of the Shelter, attached hereto as EXHIBIT B.

**CONTRACT TYPE**

This is a firm, fixed-price contract.

**III. QUALITY REQUIREMENTS**

1. Bidders must provide all of the services described in Section II: Scope of Services and comply with all Bid Submission requirements listed in Section I.
2. Bidders must have a minimum of two (2) years of satisfactory performance performing
services/contracts similar to the proposed contract.

IV. REFERENCES

Bidders must submit a complete list of all current customers who have had similar services/contracts to the proposed contract, within the past two (2) years, with contact names and telephone numbers.

V. RULE FOR AWARD

The contract will be awarded to the responsive and responsible bidder offering the lowest total price for all required services.

All unit prices must remain constant for the entire three years.
<table>
<thead>
<tr>
<th>SERVICE</th>
<th>UNIT COST</th>
<th>ESTIMATED UNITS</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Boarding Fee for Dogs</td>
<td>1960 DAYS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Turn-in fee for dogs weighing under twenty-five (25) pounds</td>
<td>66 DOGS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Turn-in Fee for dogs weighing between twenty-five (25) and forty-five (45) pounds</td>
<td>66 DOGS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Trun-in Fee for dogs weighing more than forty-five (45) pounds</td>
<td>66 DOGS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Turn-in fee for a litter of two or more puppies, in a case where mother is not adoptable (see</td>
<td>8 LITTERS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>note below)</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>6. Boarding Fee for Cats and other small domesticated animals</td>
<td>1671 DAYS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Turn-in Fee for cats and other small domesticated animals</td>
<td>263 ANIMALS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Boarding Fee for other animals (i.e. goat, pig)</td>
<td>30 DAYS</td>
<td></td>
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</tr>
</tbody>
</table>

**TOTAL ESTIMATED COST**

**Note:** Turn-in fee for a mother and puppies and mother is adoptable the fee will be mother's fee plus the fee for one pup.
CITY OF NEW BEDFORD
MASSACHUSETTS

EXHIBIT A

INSERT THE SHELTER’S
“SCHEDULE OF BUSINESS HOURS” HERE
EXHIBIT B

“INSERT THE SHELTER’S PROCEDURES HERE”
CITY OF NEW BEDFORD
MASSACHUSETTS

NON-COLLUSION AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

The undersigned certified under penalties of perjury that this bid 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 of individual submitting bid

________________________________________
Name of business/organization

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes reporting of employees and contractor, and withholding and remitting child support.

________________________________________
Signature of person submitting bid

________________________________________
Name of business
CITY OF NEW BEDFORD
MASSACHUSETTS

VOTE OF CORPORATION AUTHORIZING
EXECUTION OF CORPORATE AGREEMENTS

At a meeting of the Board of Directors of ___________________ duly called and held on ______________, 20____ at which a quorum was present and acting throughout, the following vote was duly adopted.

VOTED: That _____________________, the _____________________ of the corporation, be and hereby is authorized to affix the Corporate Seal, sign and deliver in the name and behalf of the corporation contract documents with the City of New Bedford, the above mentioned documents to include but not be limited to Bids, Proposals, Deeds, Purchase and Sales Agreements, Agreements, Contracts, Leases, Licenses, Releases and Indemnifications; and also to seal and execute, as above, surety company bonds to secure bids and proposals and the performance of said contract and payment for labor and materials, all in such form and on such terms and conditions as he/she, by the execution thereof, shall deem proper. A true copy

ATTEST:

____________________________________
Name (printed)

____________________________________ (Affix Corporate Seal)
Signature

____________________________________
Title

____________________________________
Date
CONTRACTOR CERTIFICATION

As evidenced by the signature of the Contractor’s Authorized signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of any City contract; that pursuant to federal and state requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

__________________________________________
Contractor Authorized Signature

__________________________________________
Printed Name

__________________________________________
Date

Title: ____________________ Telephone: ________________

Fax: ____________________ Email: ________________
CITY OF NEW BEDFORD
MASSACHUSETTS

VIII. AFFIRMATIVE ACTION

Notice is hereby given that, with respect to both employment and provision of services, the undersigned provider intends to comply with the Affirmative Action/Equal Opportunity requirements and principles of all applicable Federal and State laws, including, but not limited to: Title VII of the Civil Rights Act of 1964 (as amended), the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990 (as amended), federal Executive Order 11375; Section 504 of the Federal Rehabilitation Act of 1973 (as amended), the Equal Pay Act of 1963 (as amended), the Age Discrimination in Employment Act of 1967 (as amended), the Governor’s Code of Fair Practices, and applicable State Executive Orders.

The undersigned provider is aware that if its organization is the recipient of contracts with Commonwealth totaling $50,000 or more, it must have an Affirmative Action/Equal Opportunity Plan that meets Federal and State requirements. The Provider certifies by its Officer’s signature below that it has and will comply with the purpose of assuring legally required equal opportunity and affirmative action in regards to its employment and service practices.

__________________________________________  ____________________________
Provider / Contractor Name / Title (Print or Type)  Date

__________________________________________
Signature
DATE:

This Contract is entered into on, or as of, this date by and between the City of New Bedford, Massachusetts, a municipal corporation, 133 William Street, New Bedford, Bristol County, Massachusetts 02740 (the “City”), and

[“Contractor”]

[Address of the Contractor]

[Telephone Number] [FAX Number] [E-Mail Address]

1. This is a Contract for the procurement of the following:

2. The Contract price to be paid to the Contractor by the City is:

3. Payment will be made as follows:

   3.1 Pursuant to invoice in accordance with Article 24 hereof.

   3.2 Fees and Reimbursable Costs combined shall not exceed $___________ as more fully set forth in the Contractors Response to the Request for Proposals or Invitation for Bids.

   3.3 There shall be no further costs, fees, or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing in an Amendment hereto.

4. Definitions:

   4.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the City. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the City to insure that the goods or services are complete and are as specified in the Contract.

   4.2 Contract Documents: All documents relative to the Contract including (where used) Requests for Proposals and Invitations for Bids and all attachments thereto, Instructions to Bidders, Proposal Forms, General Conditions, Supplementary General Conditions, General Specifications, other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period, and Contractor’s Response to the Request for Proposals or Invitation for Bids. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the
4.3 **The Contractor:** The "other party" to any Contract with the City. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.

4.4 **Date of Substantial Performance:** The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by duly executed amendments.

4.5 **Goods:** Goods, supplies, and all property, other than real property, including equipment, materials, printing, and insurance and further including services incidental to the delivery, conveyance and installation of such property.

4.6 **Services:** The furnishing of labor, time, or effort by a Contractor, not involving the furnishing of a specific end product other than reports. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

4.7 **Subcontractor:** Those having a direct contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of the work, but does not include one who merely furnishes material not so worked.

4.8 **Work:** The services or materials contracted for, or both.

5. **Term of Contract and Time for Performance:**

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before [date], unless extended, in writing, at the sole discretion of the City, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the City Auditor. Time is of the essence for the completion of the Contract.

6. **Subject to Appropriation:**

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the City is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the City Auditor. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the City.

7. **Permits and Approvals:**

Permits, licenses, approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. **Termination and Default:**

8.1 **Without Cause.** The City may terminate this Contract on seven (7) calendar days notice when in the City's sole discretion it determines it is in the best interests of the City to do so, 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. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 **For Cause.** If the Contractor is determined by the City to be in default of any term or condition of this Contract, the City may terminate the Contract on seven (7) 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.
8.3 Default. The following shall constitute events of a default under the Contract:

1) any material misrepresentation made by the Contractor to the City; 2) 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 within a 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 and non-discrimination; (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 federal or state law and/or regulation or City Ordinance and/or regulations.

9. Suspension or Delay:

The City may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the performance of this Contract without cause for such period of time as the City may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor’s compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the performance of this Contract, or if another provision of this Contract is applied to render an equitable adjustment.

10. The Contractor’s Breach and the City’s Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of the Contract, and the City of New Bedford shall have all the rights and remedies provided in the Contract documents, including, without limitation, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including but not limited to monetary damages, costs, attorney’s fees or other damages resulting from said breach, as well as specific performance of this Contract, and the right to select among the remedies available to it by virtue of all of the above.

From any sums due to the Contractor for performance of this Contract, the City may retain and keep the whole or any part of the amount for expenses, losses and monetary damages incurred by the City as a consequence of the Contractor’s breach of the Contract and/or of the City having to procure goods or services as a result of any failure, omission or mistake of the Contractor in providing goods or services as required by this Contract.

11. Statutory Compliance:

11.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of the applicable law or regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:


11.2 Wherever applicable law mandates the inclusion of any term or provision into a municipal contract, this Article shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

11.3 The Contractor shall comply with all federal, state and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such Work.

11.4 The Contractor shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all fines, penalties or monetary liabilities incurred by the City, its officers, agents, and employees, as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, rule, regulation, policy, or order, it shall
forthwith report the same in writing to the City. The Contractor shall at all times observe and comply with all such existing and future laws, rules, regulations, policies and orders and shall indemnify and hold harmless the City, its officers, agents, and employees, against any claim or liability arising from or based on any violation of any such law, rule, regulation, policy, or order, whether by the Contractor, its agents, employees or subcontractors.

12. **Conflict of Interest:**

Both the City and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A). This Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and, by virtue of its execution of the Contract Documents, certifies to the City that neither it nor its agents, employees, or subcontractors are in violation of General Laws Chapter 268A.

13. **Certification of Tax Compliance:**

This Contract must include a certification of tax compliance executed by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or political subdivision thereof).

14. **Non-Discrimination:**

The Contractor shall carry out the obligations of this Contract in compliance with all requirements imposed by or pursuant to federal, state, and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the United States of America, the Commonwealth of Massachusetts, and the City as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15. **Assignment:**

The Contractor shall not assign, sublet or otherwise transfer this Contract, in whole or in part, without the prior written consent of the City, and shall not assign any of the money payable under this Contract, except by and with the written consent of the City.

16. **Condition of Enforceability against the City:**

The obligations of the City under this Contract for the present or any subsequent fiscal year following the fiscal year in which the Contract is executed are subject to appropriation by the City of funds sufficient to discharge the City’s obligations that accrue in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Contract shall be terminated immediately upon the Contractor’s receipt of notice of said effect without liability or damages, penalties or other charges arising from such early termination. Expenditures under this Contract for services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated or authorized for said fiscal year. The Consultant’s yearly costs, as contained herein, may not exceed the amount appropriated for the fiscal year.

17. **Corporate Contractor:**

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk’s Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. This Contract shall not be enforceable against the City of New Bedford unless and until the Contractor complies with this Article.

The Contractor, if a foreign corporation, shall comply with the provisions of the General Laws, Chapter 181, Sections 3 and 5, and any Amendments thereof and Acts in addition thereto, relating to the appointment of the Commissioner of Corporations as its attorney, and shall file with the Commissioner
of Corporations duly authenticated copies of its Charter or Certificate of Incorporation and comply with all the laws of the Commonwealth of Massachusetts.

18. Liability of Public Officials:
To the full extent permitted by law, no official, employee, agent or representative of the City shall be individually or personally liable on any obligation of the City under this Contract.

19. Indemnification:
The Contractor shall indemnify, defend and save harmless the City, its officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys’ fees) that may arise in whole or in part out of or in connection with the work to be performed under this Contract, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the City for damage to the City’s property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the City’s gross negligence or willful misconduct.
In any and all claims against the City, its officers, agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen’s Compensation Acts, disability benefit acts, or other employee benefit acts.
The foregoing provisions shall not be deemed to be released, waived, limited, or modified in any respect by reason of any surety or insurance provided by the Contractor under this Contract.

20. Insurance:

20.1 Workers Compensation Insurance:
The Contractor shall provide by 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 a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the City.

20.2 Other Insurance Requirements:

a. Comprehensive commercial general liability insurance with limits of at least $1 Million per occurrence and $2 Million annual aggregate for property damage and $1 Million per person and $2 Million per occurrence for bodily injury, which shall include the City of New Bedford as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and
those persons other than the Contractor’s employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least $500,000 per person, and $1 Million per accident.

c. The intent of the above provisions regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor’s responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the City from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the Work.

d. All insurance policies shall identify the City as an additional insured (except Workers’ Compensation) and shall provide that the City shall receive written notification at least 30 days prior to the effective date of any amendment thereto or cancellation thereof. Renewal Certificates shall be filed with the City at least 10 days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the City upon the execution of this Contract, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination. Said insurance shall include: Workers Compensation/Employers’ Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the “MIIA” or “ACORD” Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage’s shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

e. The Contractor shall obtain and maintain during the term of this Contract said insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the City.

21. 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, except as otherwise required by law. 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 others 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 to the press or issues any material for publication through any medium bearing on the work performed or data collected under this Contract.

22. Independent Contractor:

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor nor its employees, agents, or servants, nor any person for whom such conduct the Contractor is responsible, shall be considered an employee or agent of the City for any purpose, and shall not file any claim or bring any action for any worker’s compensation, unemployment benefits, or compensation for which they may otherwise be eligible as a City employee as a result of the Work performed pursuant to this Contract.

23. Audit, Inspection and Recordkeeping:

At any time during normal business hours, and as often as the City may deem it reasonably necessary, there shall be 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 Contract.

24. Payment:

Contractor shall invoice the City for services rendered or goods provided hereunder. Invoices shall clearly describe the work performed and accepted by the City during the invoiced month. The City will compensate Contractor for work accepted by the City during the invoiced month. The City shall make all reasonable efforts to process payments within thirty (30) days from the date of receipt of each invoice. The City shall give prompt written notice of any disputed invoice amount and shall pay the amount not in dispute.

25. Waiver and Amendment:

Amendment of any term, condition, covenant, duty, or obligation contained in this Contract may be made only by written amendment duly executed by the parties hereto.

To the extent allowed by law, any term, condition, duty, or obligation contained in this Contract may be waived only by written agreement of the parties hereto.

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.

26. Severability:

If any term or condition of this Contract is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remaining terms and conditions shall not be affected thereby and shall remain in full force and effect.

27. Forum and Choice of Law:
This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any proceedings or actions relating to the subject matter contained herein shall be brought and maintained in the courts of the Commonwealth sitting in Bristol County, Massachusetts or the United States District Court sitting in the Commonwealth.

28. Notices:
Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

29. Binding on Successors:
This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the City nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

30. Entire Agreement:
This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, written or oral, and shall not be modified or amended except by a written document duly executed by the parties hereto.
IN WITNESS WHEREOF the parties hereto have set their hands and executed this as an instrument under seal this the day and year first above written.

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>CITY OF NEW BEDFORD, MASSACHUSETTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By: Jonathan Mitchell</td>
</tr>
<tr>
<td>Title:</td>
<td>Title: Mayor</td>
</tr>
</tbody>
</table>

By: Robert Ekstrom
Title: City Auditor

CERTIFIED that funds are available

By: 
Title: 

APPROVED as to Form and Legality

By: Eric Cohen
Title: Associate City Solicitor

DEPT.

By: 
Title: 

PURCHASING DEPARTMENT

By: Susan Bruce
Title: Director of Purchasing

Chief Financial Officer

Ari Sky