REQUEST FOR PROPOSAL

#19135043

Annual Independent Audit and Related Services

For the fiscal years ending June 30, 2019, 2020, and 2021

Proposals submitted to:
Purchasing Agent
City of New Bedford
133 William Street, Room 208
New Bedford, MA 02740
Must be received by 2:00 P.M. Monday, April 1, 2019
CITY OF NEW BEDFORD
MASSACHUSETTS
Legal Advertisement
REQUEST FOR PROPOSAL
#19135043

The City of New Bedford, Purchasing Department, in conjunction with the Department of the Auditor is soliciting proposals for annual independent audit and related services for the fiscal years ending June 30, 2019, 2020 and 2021.

Sealed proposals will be received by the Purchasing Department, in the office of the Purchasing Agent, Room 208, City Hall, 133 William Street, New Bedford, Massachusetts, 02740, during business hours, until the date and time below:

PROPOSALS RECEIVED
Proposals will be received until
Monday, April 1, 2019 at
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 by emailing purchasing@newbedford-ma.gov on or after Monday, March 4, 2019 @ 9:00 AM, Monday thru Friday – 8:30 AM – 4:00 PM.

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

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

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

The Vendor must furnish a Non-Collusion Form and Statement of Taxes, with their proposal.

Proposals must include ALL DOCUMENTS required by the Request for Proposal. The Awarding Authority reserves the right to waive any informality, reject any or all proposals, or accept other than the lowest priced proposal.

AWARDING AUTHORITY
CITY OF NEW BEDFORD
PURCHASING DEPARTMENT
Documents Available: Monday, March 4, 2019
Questions Due: Monday, March 18, 2019 by 4:00 pm
Questions Answered: Monday, March 25, 2019 by 4:00 pm
Proposals Due: Monday, April 1, 2019 at 11:00 am
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1. Statement of Request

The Purchasing Department of the City of New Bedford, Massachusetts (City) requests independent Certified Public Accountants (CPA) meeting the qualifications of Section 6, CPA Qualifications, to submit proposals compliant with Section 5, Proposal Requirements, to conduct annual audits of its General Purpose Financial Statements (GPFS) and to provide certain other professional services related to the annual audit for the fiscal years ending June 30, 2019, 2020, and 2021, as further identified under Section 3, Scope of Services Required. Audit and attestation services are exempt from the requirements of M.G.L. Chapter 30B, and the related professional services, although discretely scoped, are considered an integral part of providing each annual audit.

This request is issued as a Request For Proposal (RFP), which permits the City to award a contract to a responsive and responsible CPA who submits the most advantageous proposal, taking into consideration a variety of factors in addition to price. It incorporates many of the guidelines recommended in A Local Official’s Guide to Procuring and Administering Audit Services, as last updated by the Inspector General of the Commonwealth of Massachusetts in December 2007.

To assist CPA, the City has furnished certain general demographic and financial information and descriptions of the City’s financial management and records within Section 2, Information Furnished to CPA. Resources and additional assistance the City will provide during the course of each audit is described in Section 4, City and School Resources Provided.

Each responsive and responsible proposal will be evaluated in accordance with the guidelines specified in Section 7, Evaluation of CPA and Proposal. A three-year agreement is expected to be awarded by April 30, 2019, as further described in Section 8, Contract Award and Terms.

All questions, clarifications, or additional information that may be needed to prepare proposals must be submitted in written form by 4:00 P.M., Friday, March 22, 2019 to:

Susan Bruce, Director of Purchasing
(508) 979-1433
susan.bruce@newbedford-ma.com

An addendum responding to all submitted questions will thereafter be issued by the Awarding Authority.
2. Information Furnished to CPA

A. General Information

1. New Bedford was established in 1787 and incorporated as a City in 1847. The City has a population of 95,072 (2010 U.S. Bureau Census estimate) and occupies a land area of 24.1 square miles. According to the Massachusetts Executive Office of Labor and Workforce Development, the City's total labor force as of October 2018 was 48,454, of which 46,092 were employed. The October 2018 unemployment rate of 4.9% was the City's lowest in 18 years. The Commonwealth's unadjusted unemployment rate for that same period was 2.9%.

2. As a municipal corporation, the City provides general governmental services for the territory within its boundaries, including police and fire protection; refuse collection and disposal; potable water treatment and distribution; wastewater collection and treatment; public infrastructure maintenance; and operation of a CATV station, municipal airport, and public zoo, as well as beaches, parking lots, parks, and other cultural, historic, and recreational facilities.

3. The City also provides primary and secondary public education. School facilities include 22 elementary schools, three middle schools, one high school, and one alternate junior-senior high school. Total capacity is estimated at 16,500 students, with an enrollment of 12,845 as of October 1, 2018. Vocational education is provided by the Greater New Bedford Regional Vocational Technical School District (Voke), comprised of students from New Bedford, Dartmouth, and Fairhaven.

4. An eleven-member City Council comprised of six ward and five at-large councilors each elected for two-year terms makes legislative decisions. The City is governed by a Mayor, who is elected for a two-year term on an at-large basis. As chief executive officer, the Mayor is responsible for the administration of the City, excepting its school system, and appoints all principal executive officers of the City, subject to approval of the City Council.

5. The Mayor serves ex officio as the Chairman of a seven-member School Committee, whose remaining six members are elected to staggered four-year terms. The School Committee has exclusive jurisdiction over the City's public school system and appoints a Superintendent to administer the day-to-day affairs of the system.

6. The fiscal 2019 adopted budget for the General Fund is $338,552,348, which includes $137,030,000 for the School Department and another $5,632,744 for Voke.

7. The City's wastewater operations are discretely reported as a major special revenue fund, while its municipal airport, water, and certain parking operations within a designated downtown area are accounted for as enterprise funds. Additionally, the City Council is expected to approve the establishment of a fourth enterprise fund for CATV operations, which will become effective for fiscal year 2020 and thereafter. Fiscal year 2019's adopted budgets for the wastewater and three currently existing enterprise funds are as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wastewater</td>
<td>$23,277,200</td>
</tr>
<tr>
<td>Water</td>
<td>15,336,628</td>
</tr>
<tr>
<td>Downtown Parking</td>
<td>878,341</td>
</tr>
<tr>
<td>Airport</td>
<td>979,267</td>
</tr>
</tbody>
</table>
2. Information Furnished to CPA, continued

A. General Information, continued

8. A referendum to adopt the provisions of the Community Preservation Act (M.G.L. chapter 44B) was passed by voters in November 2014. Effective July 1, 2015, real estate assessments in excess of $100,000 are assessed a 1.5% surcharge. Proceeds are placed in a special revenue fund for subsequent appropriation by the City’s Community Preservation Committee (CPC). The fiscal year 2019 annual budget adopted by the CPC was $1,128,000.


10. Hague & Sahady, CPAs, have performed audits of the City’s GPFS and CAFRs as of and for the years ended June 30, 2016, 2017, and 2018. Copies of all City financial reports dating back to fiscal year 2009 are available on the City Auditor’s webpage at www.newbedford-ma.gov/auditors-office/annual-financial-reports.

B. Description of financial management and records

1. The City maintains its general records using the modified accrual basis of accounting, and conforms to both the Uniform Massachusetts Accounting System (UMAS) established by the Commonwealth’s Department of Revenue, Bureau of Accounts, and the guidelines established by the Massachusetts Department of Elementary & Secondary Education (DESE).

2. The City conducts all municipal and education operations within one municipal corporation, and under one Federal Employer Identification Number.

3. In addition to its primary government, the following component units, each of which is a separate and discrete legal entity with autonomous financial management and internal accounting control systems, are included within the City’s CAFR:
   - Greater New Bedford Regional Refuse Management District;
   - New Bedford Harbor Development Commission;
   - Greater New Bedford Workforce Investment Board, Inc.; and
   - New Bedford Redevelopment Authority.

4. The City is the largest of five employers participating in the New Bedford Contributory Retirement System, a multi-employer pension system administered by the New Bedford Retirement Board. An actuarial valuation is performed every two years, the most recent of which was dated December 31, 2017. The system’s financial position and results of operation as of and through each calendar year are discretely presented as a fiduciary fund within the City’s CAFR.
2. Information Furnished to CPA, continued

B. Description of financial management and records, continued

5. The City established a single-employer nonrevocable trust fund for its other post-employment benefits in February 2016. An actuarial valuation is performed every two years, the most recent of which was dated June 30, 2018. The trust fund is discretely presented as a fiduciary fund within the City’s CAFR. Additionally, GASB 74 and 75 were implemented for fiscal years 2017 and 2018, respectively.

6. General ledgers for the City, including its School Department, are maintained on MUNIS, an enterprise resource planning system developed by Tyler Technologies. In addition to its General Ledger module, the City and School Department process all source documents and transactions in various other MUNIS application modules.

7. General ledgers are converted from modified accrual to accrual basis only at each fiscal year end. The City accomplishes this through a Period 13 feature in MUNIS. All budgetary comparison statements and schedules utilize only periods one through 12, while GAAP-basis statements utilize full 13-period data.

8. In addition to MUNIS, the City utilizes other proprietary software solutions for processing certain transactions affecting financial reporting, including AESOP for School time and attendance; AssessPro for real and personal property valuations; IMC for public safety time and attendance; Kelley & Ryan for motor vehicle and boat excise tax collections; Lucity Enterprise Asset Management for code enforcement violation collections; Police Detail Tracking System for police and fire detail billings and collections; and ViewPermit for municipal permit collections. Each system is maintained by departments external to the City Auditor and interfaces directly into MUNIS.

9. The City's business operations, which consist of the offices of the Chief Financial Officer, City Assessor, City Auditor, City Treasurer, Management Information Systems, and Purchasing, are managed by the City’s CFO, who reports to the Mayor. The financial departments are collectively responsible for overseeing all municipal and certain School finance functions. Municipal accounts payable and payroll processing functions are performed through decentralized City departments but are audited by the City Auditor’s office.

10. School financial activities are subject to the more restrictive of either City or School practices, policies, and procedures. The City’s Treasurer and Purchasing offices oversee all school cash management and purchasing activities, respectively. The City Auditor oversees many key accounting functions and internal controls. The School Business Manager, who reports to the Superintendent, is responsible for the School Business Office, which has autonomous authority for all other functions, practices, procedures, and internal controls affecting School transactional processing, including human resources, grants management, accounts payable, and payroll, the latter two of which are centrally managed. The School Business Manager is the primary audit point of contact for all School transactions.
3. Scope of Services Required

The successful CPA shall perform an independent audit of the City’s CAFR for its fiscal years ending 2019, 2020, and 2021 (Audit Services), which shall be proposed under a fixed annual fee, and may perform other related professional services that are an integral part of an annual audit (Related Services), which shall be proposed under a per hour rate.

The City of New Bedford reserves the right to negotiate the Plan of Service for this Request for Proposal.

A. Audit Services (covered under fixed annual fee)

1. CPA shall perform an examination of the financial records of all activities of the City and its component units, including assurance of compliance with relevant state statutes and city ordinances, and shall express an opinion as to whether its CAFR fairly presents the financial position of the City and the results of its financial operations in accordance with generally accepted accounting principles. This examination is to be performed in accordance with generally accepted government auditing standards as outlined in Government Auditing Standards, published by the U.S. Government Accountability Office, 2011 Revision.

2. CPA shall also perform an examination of the School Department End-Of-Year Report, in accordance with DESE’s Compliance Supplement for Massachusetts School Districts, and shall express an opinion on its fair presentation in accordance with generally accepted accounting principles or any other basis as promulgated by DESE.

3. CPA shall perform an audit in accordance with the Single Audit Act of 1984 as codified in Chapter 75 of Title 31 of the United States Code, and the regulations established to implement this law as described in Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, revised June 26, 2007, and shall (1) express an opinion as to whether the City complied, in all material respects, with requirements of its major Federal programs; (2) report on the scope of testing internal controls over compliance; and (3) express an opinion as to whether the City’s Schedule of Expenditures of Federal Awards is fairly stated in relation to the GPFS.

4. CPA shall note any deficiencies and opportunities for improvement observed during the course of each audit, and shall discuss its findings, along with remedial or implementation recommendations, with the CFO and his/her designees.

5. CPA shall review drafts of the City’s CAFR, and prepare its End-Of-Year Report, Single Audit report, and management letter, at least seven (7) days before their final issuance dates, and review findings with appropriate City and School departments.

6. CPA shall provide original opinion letters for inclusion within the City’s final CAFR, including twenty (20) hard copies for inclusion within bound CAFR.

7. CPA shall provide ten (10) copies each of the End-Of-Year Report, the Single Audit report, and the management letter. CPA shall also be responsible for filing copies of final reports with required Federal and state agencies.

8. During the course of this engagement, CPA shall be available during normal business hours to provide the City with advice and guidance on financial accounting and reporting issues, and will be expected to keep the City abreast of the requirements of all new accounting and financial pronouncements of the Governmental Accounting Standards Board, the United States Office of Management and Budget, and the Commonwealth of Massachusetts, and to ensure the CAFR remains in compliance with said pronouncements.
3. Scope of Services Required, continued

B. Related Services (covered under hourly rate)

1. During the course of this engagement, the City may elect to have CPA prepare its CAFR, including a Transmittal Letter and Management’s Discussion and Analysis, and to produce the CAFR in both .pdf and hard-copy form.

2. During the course of this engagement, the City may also require the CPA’s assistance in proposing adjustments to properly present accounts and balances on a GAAP basis. However, as part of the basic Audit Services, a reasonable amount of adjustments may need to be proposed by CPA in order to express an unqualified opinion and for which CPA is not entitled to receive additional compensation as a Related Service.

3. During the course of this engagement, the City may also require CPA to assist in its preparation of the Massachusetts Division of Local Services (DLS) Balance Sheet, Tax Rate Recapitulation, and Schedule A, including the provision of representation during subsequent reviews by DLS.

4. From time to time the City may also request other advisory services including demonstration of compliance with any bond covenants, lease-purchase covenants, Massachusetts Department of Revenue regulations, or rules and regulations prescribed by the Massachusetts School Building Authority.
4. City and School Resources Provided

A. The following accommodations will be provided to CPA during the course of fieldwork:

1. Private work area within City Hall, 133 William Street, New Bedford, MA, equipped with seating and a table large enough to accommodate normal desktop space for four (4) auditors;
2. Access to two network-connected desktop personal computers;
3. Read-only access to all MUNIS modules and functions needed in the course of the audit; and
4. One desktop telephone set with a dedicated extension.

B. The following books and records will be provided to CPA during the course of fieldwork:

1. Account trial balances for each fund, which balance by fund, and include balanced Due To / Due From and Other Sources / Other Uses accounts across funds. The trial balances will be delivered in Microsoft Excel.
2. Electronic-only access to all budget entries, journal entries, and source document images. This will not extend to hard-copy records, which will be filed in a proximate location but remain the CPA’s responsibility to access, retrieve, and replace.
3. Hard-copy documents of all Council actions, including Council Orders, meeting agendas, and meeting minutes; and all School committee meeting minutes.
4. Preparation of certain account reconciliations and auxiliary schedules, which will include receivable flow-through analyses, departmental receivable trial balances, and accounts payable trial balances. Electronic access will be provided to tax rolls, and property tax, excise tax, tax liens, and utility accounts receivable trial balances, but will not include hard copies of said documents due to their significant volume.
5. Full drafts of all components of the CAFR, which shall be delivered no later than 30 days prior to the expected final release of the City’s audited CAFR. Should the City require CPA assistance in the CAFR draft process as a Related Service, the CPA will be advised to later than 45 days prior to the expected final release of the City’s audited CAFR.
5. Proposal Requirements

A. Submission Instructions:

1. CPA must deliver (4) copies of their proposal no later than 11:00 A.M. Eastern Standard Time, Monday, April 1, 2019 to:

   Susan Bruce, Director of Purchasing
   City of New Bedford
   133 William Street, Room 208
   New Bedford, Massachusetts 02740

   Proposals may be mailed, but CPA shall bear the risk of late delivery through the U.S. mail system or any other mail carrier or courier.

2. Proposals must consist of a price proposal and a technical proposal, each submitted in separately-sealed and distinctly-marked packages as further described in sub-sections (B) and (C) below. The City intends to evaluate technical proposal independent of price. Therefore, failure to follow this instruction may result in disqualification of the entire proposal.

3. If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued by the City and furnished to all CPAs who have received copies of the original RFP.

4. All proposals become the property of the City and are subject to disclosures required by Massachusetts General Laws and City by-laws.

5. The City is not liable for any cost incurred by CPA in responding to or delivering this RFP.

B. Pricing component:

1. The pricing component is to be submitted using the form in Exhibit A, and sealed in a separate envelope marked:

   Envelope A - Independent Audit Services Price Proposal # 19135043, 2019-2021 Audits

2. Fixed fees for each separate year under audit should be quoted. Unless quotes are qualified in any manner as described in sub-section (B)(3) below, quotes shall include the full cost of all labor, materials, insurance, travel time, travel expense, and all other necessary expenses to fulfill the conditions of Section 3, Scope of Services Required. The City will not be liable for additional expenses beyond the quoted fixed fee.

3. Both the City and CPA acknowledge that it is not possible to anticipate all resources and support that will be required during the course of an audit. The City will make every attempt to provide any reasonable resources and support requested beyond those specified in Section 4, but does not guarantee their delivery. CPA may qualify its annual fixed fee subject to certain other resources or support, but its proposal must clearly state the qualification and include an hourly cost to remedy the qualification. In such cases, the City, at its sole discretion, will assess the likelihood of incurring additional conditional fees and will adjust the qualified fixed fee accordingly to maintain comparability on a non-qualified basis.
5. Proposal Requirements, continued

C. Contents of technical proposal:

1. The technical proposal is to be submitted using the cover sheet in Exhibit B, and sealed in a separate envelope marked:

   Envelope B - Independent Audit Services Technical Proposal # 19135043, 2019-2021 Audits

2. A complete technical proposal shall consist of each of the following:

   (a) Listing of audits conducted for any United States municipalities having populations of 50,000 or greater for fiscal years ended on or after June 30, 2014 and for which a CAFR was prepared. The listing should include principal contact(s), their contact information, each type of report issued during those engagements, and the amount expended under its largest major Federal program award. Indicate which, if any, CAFR was awarded the Government Finance Officers Association’s Certificate of Excellence in Financial Reporting.

   (b) Listing of all audit engagements of New England municipalities, school districts, and special purpose districts for fiscal years ended on or after June 30, 2014. The listing should include principal contact(s), their contact information, and each type of report issued during those engagements.

   (c) Listing of any actions filed against the firm or individuals of the firm through the AICPA, MSCPA, MA DBR, or any other Federal or Commonwealth agency in the past five years, along with their current status or disposition.

   (d) Identification of the partner and fieldwork manager(s) who will be responsible for the proposed City of New Bedford engagement, including their resumes or other statements of their specific professional experience, qualifications, and education.

   (e) A schedule of the total hours anticipated to complete Audit Services for each of the three fiscal years within this proposal. Additionally, an estimate of how many of those hours we anticipate to be onsite at one or more City locations.

   (f) A summary staffing plan showing the number of audit professionals by level of experience (staff auditor, senior auditor, fieldwork manager/partner) who will be regularly assigned to each year of the engagement, as well as the home office from which they regularly work.

   (g) A completed Proposal Signature Form (following page).

D. Interviews:

After review of the technical proposal, the City may, at its discretion, schedule interviews with any or all CPAs for the purpose of further evaluation of the CPA’s qualifications and ability to provide the required service. Interviewees will be ranked based on their presentation.
6. CPA Qualifications

For consideration of its proposal, CPA, including each partner and the field manager assigned to the City engagement, must, as a minimum:

A. be registered as a firm of Certified Public Accountants by the Commonwealth of Massachusetts;

B. maintain good standing with all Federal and Commonwealth agencies;

C. maintain active licenses to practice as Certified Public Accountants within the Commonwealth;

D. have no business or personal relationship with any member of the City Council, School Committee, Mayor, Superintendent, or any other City employee that would create a conflict of interest, the appearance of a conflict of interest, or any other impairment of independence in fact or appearance;

E. have conducted at least one audit of any United States municipality having a population of 50,000 or greater for a fiscal year ended on or after June 30, 2014 and for which a CAFR was prepared; and

F. have conducted at least one audit of any New England municipality, school district, or special purpose district of any size for a fiscal year that ended on June 30, 2014 or later.
7. Evaluation of CPA and Proposals

Both CPA, including each partner and any professionals assigned to the City engagement, and the contents of its proposal, will be evaluated using the comparative evaluation criteria described in sub-section (B), subject to first meeting each of the minimum evaluation criteria outlined in sub-section (A).

A. Minimum evaluation criteria:

As a prerequisite for comparative evaluation:

1. each proposal must have a price proposal and a technical proposal that meet all content and delivery requirements of Section 5, Proposal Requirements; and

2. each CPA must meet each of the qualifications of Section 6, CPA Qualifications.

B. Comparative evaluation criteria:

Subject to meeting the minimum evaluation criteria above, the technical component of each proposal will be ranked and compared against other proposals using the following criteria:

1. Length of time CPA has maintained an established practice with experienced partners or principals;


3. CPA's experience performing audits of New England entities that provide municipal services similar to New Bedford, which include operation of a public airport, water and wastewater treatment facilities, and at least one component unit;

4. CPA's demonstrated knowledge of existing and new accounting and financial reporting pronouncements of the Financial Accounting Standards Board, Governmental Standards Board, the United States Office of Management and Budget, the Commonwealth of Massachusetts Department of Revenue, and DESE;

5. CPA's ability to complete the audit engagement by December 31 of each year;

6. CPA's experience in auditing all components of a CAFR that meets the standards of the Government Finance Officers Association's Certificate of Excellence in Financial Reporting Program; and

7. CPA's ability to advise, guide, and direct the City in meeting statutory reporting requirements of the Commonwealth's Department of Revenue, Division of Accounts, and with other Commonwealth agencies such as DESE and MSBA

Each of these criteria will be assessed in accordance with the guidelines as outlined in the chart on the following page.

7. Evaluation of CPA and Proposals, continued
<table>
<thead>
<tr>
<th>Highly Advantageous</th>
<th>Advantageous</th>
<th>Not Advantageous</th>
<th>Unacceptable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Established practice</td>
<td>Firm in business 10 years <strong>and all</strong> audit partners with 10 years audit experience, 5 in government</td>
<td>Firm in business 5 years <strong>and 1</strong> audit partner with 10 years audit experience, 5 in government</td>
<td>Firm in business &gt; 5 years or <strong>no</strong> audit partner with 10 years audit experience with 5 in government</td>
</tr>
<tr>
<td>Experience auditing large municipalities</td>
<td>Both firm and engagement partner audited 3 municipalities with <strong>pop &gt; 90,000</strong> and 1 major Federal program &gt; $5M in last 3 years</td>
<td>Both firm and engagement partner audited 1 municipality with <strong>pop &gt; 50,000</strong> and 1 major Federal program &gt; $5M in last 3 years</td>
<td>Either firm or engagement partner audited municipality with <strong>pop &gt; 50,000</strong> and 1 major Federal program &gt; $5M in last 3 years</td>
</tr>
<tr>
<td>Experience performing audits of entities that provide municipal services compatible to New Bedford</td>
<td>10 audits of MA municipalities with airport, water, wastewater, and CUs in last 3 years</td>
<td>5 audits of New England municipalities/districts with airport, water wastewater, and CUs in last 3 years</td>
<td>1 audit of New England municipality/district with airport, water, wastewater, and CUs in last 3 years</td>
</tr>
<tr>
<td>Working knowledge of all existing and new accounting and financial pronouncements of FASB, GASB, OMB, DOR, and DESE</td>
<td>Engagement partner and fieldwork mgr completed 60 CPE hours directly related to governmental A&amp;A in last 3 years</td>
<td>Engagement partner and fieldwork mgr completed 30 CPE hours directly related to governmental A&amp;A in last 3 years</td>
<td>Engagement partner and fieldwork mgr completed 12 CPE hours directly related to governmental A&amp;A in last 3 years</td>
</tr>
<tr>
<td>Ability to complete each audit engagement by 12/31, regardless of concurrent commitments to other clients</td>
<td>Office staff &gt; 20 professionals, 3 admin; no concurrent engagements with higher priority</td>
<td>Office staff &gt; 15 professionals, 2 admin; 1-2 competing engagements</td>
<td>Office staff &lt; 10 professionals, 2 admin; 3-4 competing engagements</td>
</tr>
<tr>
<td>Experience auditing CAFR that meets standards of <strong>Certificate of Excellence in Financial Reporting</strong></td>
<td>10 audits of CAFR in last 3 years, including one as preparer, 3 award-winners</td>
<td>5 audits of CAFR in last 3 years, including one as preparer, 1 award-winner</td>
<td>&lt; 5 audits of CAFR in last 3 years; none as preparer; no award winners</td>
</tr>
</tbody>
</table>

8. Contract Award and Terms

A. It is the City's intent to award a non-to-exceed contract to the successful CPA on or around April 30, 2019. City reserves the right to cancel this RFP and not award the contract contemplated hereunder.
B. The contract term will include a sufficient period to complete annual audits of the City’s CAFRs for its fiscal years ending June 30, 2019, 2020, and 2021.

C. The contract will incorporate, expressly or by reference, each of the requirements of this RFP, as well as all elements of the cost and technical components of the CPA’s proposal.

D. The City may terminate the contract to be awarded hereunder upon ten (10) days written notice to the chosen contractor in the event of sub-standard performance, which shall include:

1. failure to complete any audit in a timely fashion, which is generally accepted to be December 31 of each year as further adjusted for delays in the timetable caused by the City;
2. use of any sub-contracted CPAs not specifically identified in the CPA’s proposal, or professionals employed by CPA in any office not specifically identified in proposal;
3. severance, for any cause, of the partner or fieldwork manager responsible for the City’s engagement and as further identified in CPA’s proposal;
4. demonstration of the lack of knowledge or experience required to prepare any required reports, including the expression of opinions where required;
5. failure to detect material misstatements in the City’s financial records; instances of abuse, fraud, or illegalities; or gross inadequacies in internal controls; provided that the detection of all such instances would be reasonably expected through the application of generally accepted audit standards;
6. discovery or future incurrence of any acts on the part of CPA deemed to be discreditable to the profession of public accounting; or
7. discovery of any misrepresentations contained in the CPA’s proposal.

E. The city may terminate the contract to be awarded hereunder for convenience and not for cause upon sixty (60) days written notice to the chosen contractor.

F. CPA shall be entitled to progress billings for each annual audit engagement, which shall be no more frequent than monthly and with Net 30 terms. Billings must indicate the number of hours actually spent during the billing period, and be allocated between School, Airport, Downtown Parking, Wastewater, and Water. Amounts billed may not exceed billings under a percentage-of-completion basis. Any agreed-upon conditional billings or Related Services must be discretely identified in terms of hours spent, hourly rates, and extended cost.
Exhibit A – Price Proposal

Address of office providing Audit Services

We will provide Audit Services and Related Services as defined in the City of New Bedford Request For Proposal for Annual Independent Audit and Related Services, Section 3, Scope of Services Required, and in accordance with the terms of the technical component of our proposal, as delivered coincidental with this pricing component.

The prices quoted include fixed, guaranteed not-to-exceed costs of all labor, materials, insurance, travel time, travel expenses, and all other necessary expenses to fulfill the conditions of the aforementioned Scope of Services Required, subject to those qualifications, if any, set forth below. In the event qualifications are presented, we understand that the City may adjust our fixed fee to provide comparability.

We also understand the City may award a contract to a responsive and responsible CPA who submits the most advantageous proposal, taking into consideration a variety of factors in addition to, but not solely based on, price.

<table>
<thead>
<tr>
<th>Audit Services</th>
<th>Fiscal 2019</th>
<th>Fiscal 2020</th>
<th>Fiscal 2021</th>
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<tr>
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<td>Fixed</td>
<td>Per hour</td>
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<td>Base not-to-exceed</td>
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<tr>
<td>Additional hourly fees*</td>
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* Specify additional resources and support that, if not provided, will result in additional hourly fees

<table>
<thead>
<tr>
<th>Related Services</th>
<th>Fiscal 2019</th>
<th>Fiscal 2020</th>
<th>Fiscal 2021</th>
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<tbody>
<tr>
<td></td>
<td>Hours (est)</td>
<td>Per hour</td>
<td>Hours (est)</td>
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<tr>
<td>Scope expansion to CAFR</td>
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<td>Free Cash certification</td>
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<tr>
<td>Consultation, partner/mgr</td>
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<tr>
<td>Schedules preparation</td>
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</tbody>
</table>
Address of office providing Audit Services

Under separate cover, we have submitted a price proposal for our proposal to provide services as defined in the City of New Bedford Request For Proposal for Annual Independent Audit and Related Services, Section 3, Scope of Services Required. Please find the following additional materials attached, further evidencing our firm’s ability to meet the City's required Audit Services and Related Services:

1. Listing of audits our firm has conducted for any United States municipalities having populations of 50,000 or greater for fiscal years ended on or after June 30, 2014 and for which a CAFR was prepared. The listing includes our principal contact(s), their contact information, each type of report issued during those engagements, and the amount expended under its largest major Federal program award. We've also designated any CAFRs that were awarded the Government Finance Officers Association’s Certificate of Excellence in Financial Reporting.

2. Listing of our firm’s audit engagements of New England municipalities, school districts, and special purpose districts for fiscal years ended on or after June 30, 2014. The listing includes our principal contact(s), their contact information, and each type of report issued during those engagements.

3. Listing of any actions filed against our firm or any individual members of our firm through the AICPA, MSCPNA, MA DBR, or any other Federal or Commonwealth agency in the past five years, along with their current status or disposition.

4. Identification of the partner and fieldwork manager(s) who will be responsible for the proposed City of New Bedford engagement, including their resumes or other statements of their specific professional experience, qualifications, and education.

5. A schedule of the total hours we have anticipated to complete Audit Services for each of the three fiscal years within this proposal. Additionally, an estimate of how many of those hours we anticipate to be onsite at one or more City locations.

6. A summary staffing plan showing the number of audit professionals by level of experience (staff auditor, senior auditor, fieldwork manager/partner) who will be regularly Assigned to each year of the City of New Bedford engagement, as well as the home office from which they regularly work.

7. A completed Proposal Signature Form, Certificate of Non-Collusion, Tax Compliance Certification, Certification of Vote of Authorization, and Debarment Certification.
EXHIBIT C – Proposal Signature Form

(This form to be submitted in Envelope B – Technical Proposal)

The undersigned, collectively referred to as CPA, having fully familiarized themselves with all specifications contained in the City of New Bedford Request For Proposal for Annual Independent Audit and Related Services for the fiscal years ending June 30, 2019, 2020, and 2021, do hereby agree and represent:

1. that CPA's firm is registered as a firm of Certified Public Accountants by the Commonwealth of Massachusetts, and has maintained its good standing with all Federal and Commonwealth agencies;

2. that the CPA, each partner, and the fieldwork manager responsible for the City of New Bedford engagement, is a Certified Public Accountant and has maintained a current license to practice public accounting within the Commonwealth;

3. that none of CPA's partners, nor any professionals responsible for the City of New Bedford engagement, have any business or personal relationship with any member of the City Council, School Committee, Mayor, Superintendent, or any other City employee that would create a conflict of interest, the appearance of a conflict of interest, or any other impairment of independence in fact or appearance, between CPA and the City;

4. that, pursuant to M. G. L. c. 62C, § 49A, CPA has filed all state tax returns and paid all state taxes required under law; and

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

The following items are to be completed by the CPA:

Entity type: Corporation _____ Partnership _____
LLC/LLP _____ Proprietorship _____

Signed By: ___________________________ Date: _____________

Print Name: __________________________ Title: __________________________
Firm: __________________________ Telephone: __________________________
CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of New Bedford was relied upon in the making of this bid.

(Signature of person signing proposal)  Date

Firm
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 contractors, and withholding and remitting child support.

____________________________________  ______________________
Signature of person submitting Proposal   Date

____________________________________
Name of business
CERTIFICATE OF VOTE OF AUTHORIZATION

Date:

I ___________________________________________, Clerk of ___________________________________________, hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the______day of____________________at which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

VOTED: That _________________________(name) is hereby authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts and other obligations of this Corporation; the execution of any such contract to be valid and binding upon this Corporation for all purposes, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation.

I further certify that_____________________ is duly elected/appointed____________________
_________________________of said corporation

Signed:

____________________________________________________

Clerk of the Corporation (Corporate Seal)

Print Name: __________________________

COMMONWEALTH OF MASSACHUSETTS

County of__________________________

Date:

Then personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed before me,

________________________________________

Notary Public

My Commission expires:____________________
DEBARMENT CERTIFICATION

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government and/or the City of New Bedford. “Principals” means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Purchasing Agent of the City of New Bedford at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the city of New Bedford, the contract will be cancelled and the award revoked.

Company

Address

City, State Zip Code

Phone (____) ________

E-Mail

Signed by Authorized Company Representative:

__________________________________________

Print name ________________________________ Date _____________________
SAMPLE

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CITY OF NEW BEDFORD
133 WILLIAM STREET
NEW BEDFORD, MASSACHUSETTS
AND

Contract #

Date:

WHEREAS, the CITY OF NEW BEDFORD, MASSACHUSETTS, a municipal corporation, 133 William Street, New Bedford, Bristol County, Massachusetts 02740, hereinafter referred to as the “City,” acting by and through its __________________ has need for the services of a (CONSULTANT) for ____________________.

WHEREAS, __________________ hereinafter referred to as (the “Consultant”) submitted a proposal to perform the Scope of Services described herein in Appendix “A” and undertake related duties and responsibilities required under this Agreement; and

WHEREAS, the Consultant’s proposal indicates that it is qualified by experience and training to perform said Scope of Services and undertake the duties and responsibilities required under this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the City and Consultant hereby agree as follows:

This Agreement is comprised of Part I and Part II, and includes all appendices, attachments, submitted documents, addenda, technical proposal, the price proposal and all documented negotiations relevant to the proposal. Part I includes details of the services to be performed, schedule of the services, and compensation. Part II contains the Terms and Conditions of Agreement, which are the general terms of the engagement between the City and Consultant.
PART I

SCOPE OF SERVICES

The complete Scope of Services, Schedule, and Budget for performance of the Scope of Services are contained herein in Appendix A. The Scope of Services, Schedule, and Budget may be modified by agreement of the City and Consultant, providing any such modification complies with applicable law. The Consultant shall perform services by specific Task authorized by its proposal or on an as needed basis by Change Order or Work Order in accordance with this Agreement.

PART II

TERMS AND CONDITIONS

The City’s engagement of the Consultant is under the following terms and conditions that form an integral part of this Agreement:

1. **Scope**: The Scope of Services, Schedule, and Budget encompass the entire time of performance of the Agreement regardless of whether the term exceeds one (1) year.

2. **Prices; Term**: All prices contained in the Budget attached hereto as Appendix C shall remain the same throughout the term of the Agreement. The TERM OF THIS CONTRACT SHALL BE _____________, beginning _____________ and ending _____________.

3. **Services Actual Amount**: The services required for the proposed contract are an actual amount.

4. **Appropriation; Termination**: The City may terminate this Agreement if funds are not appropriated to support continuation of performance beyond the first year.

5. **Payment Responsibility**: Payment to Consultant is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.

6. **Commencement**: All schedules set forth in the Scope of Services commence upon the execution of this Agreement.

7. **Compensation**: The City will compensate Consultant for the satisfactory performance of the Tasks included in the Scope of Services as agreed upon in Appendix A. Compensation will be based on the proposed price to perform the respective Task. Total compensation for all services rendered by the Consultant under Phase I of this Agreement shall not exceed $____________________ unless authorized by a Change Order duly executed by Consultant and the City. Compensation for subsequent Phases will be determined after the details of each respective Phase have been priced and presented to the City by Consultant and, if accepted by the City, shall be subject to Change Order.

8. **Invoices**: Consultant shall submit a monthly invoice no later than the 15th day of each month for services rendered the previous calendar month. Invoices shall include an attached progress report clearly describing the monthly and cumulative progress for each Phase. Where applicable, invoices shall include a description of services provided, labor categories, and for each labor category the hourly rate(s) and number of hours billed. The City will compensate Consultant for each Phase, or percentage thereof,
completed 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.

9. **Insurance:** Consultant agrees to carry the following insurance, with the City clearly designated as additional insured, during the term of this Agreement. Prior to execution of the Agreement, Consultant shall provide proof of the following coverage:

- Workers Compensation and Employer’s Liability Insurance in compliance with statutory limits;
- Liability Insurance with $1,000,000 General Liability Coverage
- $2,000,000 General Aggregate Liability coverage
- Certificate of Errors and Omissions Insurance will also be required with $1,000,000 minimum coverage
- Automobile Liability Insurance including non-owned and hired automobiles with combined single limit of $1,000,000 per accident

Prior to execution of this Agreement, Consultant will furnish certificates of insurance evidencing the above coverage to the City for the City’s review and approval.

10. **Indemnification:** Consultant agrees to indemnify and hold the City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent of its applicable insurance coverage and to the extent that such judgments, losses, damages or expenses are caused by Consultant’s negligent acts, errors, or omissions arising out of its performance of services under this Agreement.

11. **Delays:** Consultant shall not be responsible for failure to perform or for delays in the performance of services that arise out of causes beyond the control and/or without the fault or negligence of Consultant. Consultant shall notify the City promptly in writing whenever a delay is anticipated or experienced, and to inform the City of all facts and details related to the delay.

12. **Services for Use of City:** Consultant’s services will be performed on behalf of and solely for the benefit and exclusive use of the City and the City’s agents and designees for the limited purpose set forth in the Agreement. The City acknowledges that Consultant’s services require decisions that are not necessarily based upon science, but rather upon judgmental considerations.

13. **Ownership and Use of Documents:** To the greatest extent permitted by law, the City of New Bedford agrees that any and all intellectual Property and technology designed, made or conceived by Consultant (solely or jointly with others) arising from the Consultant’s work for the City of New Bedford, is the sole property of the Consultant, without royalty or other consideration to the City of New Bedford. To the greatest extent of the law, all information, notes, interview sheets, lists and other documents developed by the Consultant shall remain the property of the Consultant. The Consultant shall at all times obtain the prior written approval of the city before it, any of its officers, agents, employees or subcontractors, either during or after termination of the agreement, makes any statement bearing on the work performed or data collected under this Agreement to the press or issues any material or publication through any medium of communication. It the consultant, or any of its Officers, agents, employees or subcontractors, publishes a work dealing with any aspect of performance under this agreement, or of the results and accomplishments attained in such performance, the city shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the publication.

14. **Confidential Information:** Consultant acknowledges that its services hereunder are being rendered to the City of New Bedford Office of Planning, communications, reports, findings, conclusions, theories,
and other work, however characterized, performed by Consultant hereunder is not to be divulged to any person or entity other than Office of City Planner, City of New Bedford, or persons designated by he/she as privileged to receive such information. Consultant further acknowledges that it may receive confidential information as it provides services under this Agreement and agrees that neither it nor its employees, officers, agents, attorneys, subcontractors or other representatives, however described, shall discuss, relay, transmit or otherwise divulge such information in person or by print or electronic media, whether by telephone or e-mail, with or to any person who is not privileged to receive such information by virtue of this Agreement or applicable state or federal law, statute or regulation. This prohibition is absolute, the violation of which will constitute grounds for the City’s termination of this Agreement.

15. Independent Contractor: Consultant is an independent contractor, solely responsible for methods and means used in performing the services under this Agreement, and is not an employee, agent, or partner of the City. Consultant is not authorized to enter into any agreement with any party on behalf of the City.

16. Certifications: Consultant certifies under the pains and penalties of perjury pursuant to M.G.L. c. 62C, § 49A that the Consultant has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes; and pursuant to M.G.L. 151A, § 19A(b), has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions to the Employment Security System; and with all laws of the Commonwealth relating to Worker’s Compensation, M.G.L. c. 152.

17. Licenses; Permits: The Consultant also represents that he is qualified to perform all services required under this Agreement and has obtained all requisite licenses and permits to perform these services.

18. Appropriations; City’s Obligations: Appropriations for expenditures by the City and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the City is the twelve (12) month period ending June 30 of each year. The obligations of the City under this Agreement for the present or any subsequent fiscal year following the fiscal year in which the Agreement 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 Agreement shall be terminated immediately upon the Consultant’s receipt of notice to said effect without liability or damages, penalties or other charges arising from such early termination. Expenditures under this Agreement 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 year.

19. Records; Inspection: The Consultant shall maintain books, records and other compilations of data pertaining to the requirements of this Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Agreement. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The City, or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Consultant which pertain to the provisions and requirements of this Agreement. Such access shall include on-site audits, reviews, and copying of records.
20. **Notices:** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by certified mail to: __________________ for the Consultant and __________________ for the City.

21. **Representations; Reliance:** In entering into this Agreement, the City and Consultant have relied only upon the representations set forth herein. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which the City or Consultant relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between the City and Consultant.

22. **No Inducement:** Consultant certifies that neither it nor any of its employees, agents, officers, attorneys, subcontractors or representatives, however described, has given, offered or agreed to give any person, corporation or other entity any gift, contribution, offer of employment or other reward as an inducement for, or in connection with, the award of this Agreement.

23. **Solicitation:** Consultant certifies that no person, corporation or other entity, other than a bona fide full-time employee of Consultant, has been retained or hired by Consultant to solicit for or in any way assist Consultant in obtaining this Agreement upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the Agreement to Consultant.

24. **Accounting:** Consultant agrees to maintain internal accounting controls and permit the City to view its audited financial statements in camera at Consultant’s offices upon city’s request.

25. **Waivers:** A waiver by either the City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party’s rights with respect to any other or further breach. Forbearance or indulgence of a breach of this Agreement in any form or manner by either the City or Consultant shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

26. **Invalidity; Severability:** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The City and Consultant further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close to possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

27. **Termination for Cause:** This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. The non-performing party shall have fourteen (14) calendar days from the receipt of the termination notice to cure its failed performance or to submit a plan for such cure acceptable to the other party. All notices hereunder shall be delivered by certified mail, return receipt requested.

28. **Termination for Convenience:** The City may terminate or suspend performance of this Agreement for the City’s convenience upon Consultant’s receipt of written notice from the City. Consultant shall terminate or suspend performance on a schedule acceptable to the City, and the City shall pay Consultant for all the services performed through and including the date of Consultant’s receipt of such
notice. Upon restart, if performance is suspended hereunder, an equitable adjustment may be made to Consultant’s compensation and schedule. An equitable adjustment shall not apply to work suspended or terminated due to Consultant’s failure to perform in accordance with the terms of this Agreement. Upon termination of this Agreement, with or without cause, Consultant shall, within 14 days, submit to the City all documents and information, as described in Paragraph 13 above herein, in its possession, and shall submit final payment invoice information. The City shall not make final payment until Consultant submits all said documents and information. The City shall place in escrow any amount of the final payment that it disputes is due, and, upon placing said amount in escrow, Consultant shall surrender all said documents and information as though it had been paid in full.

29. Dispute Resolution: The City and Consultant agree to negotiate in good faith to resolve any disputes or differences arising under this Agreement. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve by the dispute by direct negotiation or mediation. Any dispute that cannot be resolved by this negotiation will be submitted to mediation conducted in accordance with the current Industry Mediation Rules of the American Arbitration Association or such other form of non-binding Alternative Dispute Resolution (ARD) as they may mutually agree upon. City and Consultant agree that, in the event their dispute resolution procedures as described above do not resolve any disagreement among them, and any party elects thereafter to institute legal proceedings, the forum for any such action relating to this Agreement shall be in courts located in the Commonwealth of Massachusetts, either state or federal.

30. Successors and Assigns: The City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

31. Assignment; Transfer of Ownership: Neither the City nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. The City reserves the right to terminate this Agreement by written notice in the event of a sale or transfer of ownership in the Consultant’s business entity, however constituted. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Further, except as noted in the Scope of Services, Consultant shall not subcontract for any service or portion thereof to be rendered under this Agreement without the prior written consent of the City.

32. Project Manager: Consultant’s Project Manager shall be available to direct and coordinate activities of the project to ensure that the project progresses on schedule and within the prescribed budget. Any change in Project Manager assigned to the City by Consultant requires the written approval of the City or its designee.

33. Staffing: Consultant agrees to staff the project with a sufficient number of qualified personnel (“Project Team”) to assure at all times effective and timely management, administration and superintendence with respect to the services to be provided by Consultant under this Agreement. The City may require replacement of any member of the Project Team and may require increased levels of staffing by Consultant if necessary to achieve proper management, administration, and superintendence. Consultant shall not replace members of the Project Team without prior written consent of the City which consent shall not be unreasonably withheld.

34. Laws Governing Consultant: Consultant’ activities hereunder shall be governed by the laws of the Commonwealth of Massachusetts, unless otherwise specified.
35. **Entire Agreement**: This Agreement, together with all Attachments, Appendices, Addenda (if applicable), the Certificate of Non-Collusion, Vote of Corporation Authorizing Execution of Corporate Agreements, and Certificate as to Payment of State Taxes constitute the entire Agreement between the City and Consultant and supersede all prior written or oral understandings. This Agreement and said Attachments, Appendices, Certificate of Non-Collusion, Vote of Corporation Authorizing Execution of Corporate Agreements and Certificate as to Payment of State Taxes may only be amended, supplemented, modified or canceled by a written instrument duly executed by the City and Consultant.

36. **Governing Law**: This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, unless otherwise specified.

37. **Paragraph Headings**: The paragraph headings in this Agreement are for convenience of reference only and in no way define, increase or limit the scope or intent of any provision of the Agreement.

38. **Authorized Signature**: The undersigned individual, who has signed and executed this Agreement on behalf of Consultant, hereby: 1) represents, warrants, and certifies to the City of New Bedford that he/she is authorized by Consultant to sign and execute this Agreement on its behalf and bind it to the obligations, terms, and conditions of the corporation set forth herein; 2) acknowledges that the City of New Bedford is relying upon such representation, warranty, and certification and will be damaged thereby if he/she is not so authorized; and, 3) agrees to indemnify and hold harmless, personally and in his/her own stead, the City of New Bedford, its officers, agents, attorneys, employees, and representatives, however described or characterized, against and from legal liability for all judgments, losses, and expenses and any and all claims and/or damages, whether direct or indirect, choate or inchoate, that it, or any of them, may incur and/or suffer, if he/she is not so authorized.

Vendor:

By: 
Title: Chief Executive Officer

City of New Bedford, Massachusetts

By: Jonathan F. Mitchell
Title: Mayor

CERTIFIED that funds are available

By: Robert Ekstrom
Title: City Auditor

Dept:

By: 
Title: Commissioner

Approved as to Form and Legality

By: Eric Cohen
Title: Associate City Solicitor

PURCHASING DEPARTMENT

By: Susan Bruce
Title: Director of Purchasing

Chief Financial Officer

Ari Sky