City of New Bedford
New Bedford Regional Airport

Request for Proposals

On-Call Engineering Services
Multiple Projects

RFP # 19482024

Awarding Authority: City of New Bedford

Issued: October 10, 2018

Proposals due: No later than November 13, 2018, at 2 pm

Last day for questions: October 24, 2018, at 12 pm

Contact: Susan Bruce, Director of Purchasing
Susan.bruce@newbedford-ma.gov

This document and any addenda thereto are issued electronically only. It is the responsibility of every bidder who receives this bid and all associated documents to check the City of New Bedford Bid & RFP System (www.newbedford-ma.gov) for any addenda or modification to this solicitation, if they intend to respond. The City of New Bedford accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document of documents obtained for source other than the City. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.
CITY OF NEW BEDFORD
MASSACHUSETTS
Advertisement

REQUEST FOR PROPOSAL # 19482024

The City of New Bedford, Massachusetts, and New Bedford Regional Airport in conjunction with the Purchasing Department (Awarding Authority) is soliciting proposals for On-Call Engineering services.

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 of the proposal opening.

PROPOSAL OPENING
Proposals will be accepted
Tuesday, November 13, 2018
2:00 p.m. Prevailing Time

Contract Documents, including the General Conditions and Notice to Proposers, Form of Contract, Specifications, and other Contract Documents, may be obtained and/or examined on or after October 10, 2018, in the office of City of New Bedford, Purchasing Department, 133 William Street, Room 208, New Bedford, MA 02740, (Monday thru Friday – 8:30 AM – 4:00 PM). Documents may also be obtained by emailing susan.brucenewbedford-ma.gov or purchasingnewbedford-ma.gov.

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
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SECTION I. INTRODUCTION AND BACKGROUND

The Director of Purchasing for the City of New Bedford, on behalf of the New Bedford Regional Airport and the Airport Manager, herewith solicits submission of Proposals from qualified firms licensed to do business in the Commonwealth of Massachusetts for professional Engineering services to assist the New Bedford Regional Airport and Airport Manager to accomplish various aviation related projects required to implement the Airport’s capital improvement plan. The awarded firm will be responsible for all engineering services as assigned. This agreement will cover a three (3) year period from 2019-2022 for these on-call engineering services.

The contract and its award process resulting from this Request for Proposal (RFP) are not subject to the Uniform Procurement Act pursuant to the M.G.L. c. 30B or the Designer Selection Law, Chapter 7C. Issuance of this RFP does not signify the City’s submission of this service to the provisions of the Act, and the contract and award will be made at the City’s discretion. If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request. Award of a contract resulting from this RFP shall be in strict accordance with the requirements of this document.

The “Awarding Authority” will be the City of New Bedford, acting by and through the Director of Purchasing. The Scope of Services listed under Article IV. C, this RFP and any published addenda to the RFP, and the Proposer’s Response will become part of the Contract between the City of New Bedford and the successful proposer.

A. BACKGROUND

The City of New Bedford

The City of New Bedford is located in Bristol County and was incorporated in 1787. The City has a total population of 95,072, making it the sixth-largest city in Massachusetts. The City encompasses an area of 20.0 square miles and consists of four distinct villages: Freetown, Fairhaven, Dartmouth, and Acushnet. The City of New Bedford is located approximately 59 miles from Boston and approximately 32 miles from Providence.

As a regional airport, EWB serves the community of New Bedford and the entire South Coast region of Massachusetts. Recently, the MassDOT Aeronautics Division completed an extensive statewide economic impact study. The results of this study were published during early 2015 and they show very positive things about New Bedford Regional Airport. EWB is responsible for $32.4 million worth of economic output. Said a different way, the value of the airport existing, for the local community, is $32.4 million. The study also found EWB is responsible for 297 jobs with a total payroll of $10.1 million. The jobs and payroll number include temporary and part time employment as well as full time positions at the airport.

Cape Air provides frequently scheduled service for passengers and cargo to Martha’s Vineyard and Nantucket. With short flight times to both islands and inexpensive (seasonal) parking rates at the airport, Cape Air service to the islands is the easiest way to access the Martha’s Vineyard and/or Nantucket. Air service from New Bedford allows you to skip the bridge traffic and rough ferry ride, soaring above the rest to your destination in mere minutes.
Additionally, the airport and based businesses cater to a wide variety of general aviation operations. From small, single-seat, private aircraft up to the most advanced, large corporate jets capable of international operations from New Bedford Regional Airport, the facilities are well aligned with the diverse cross section of aviation that visits. The airport is also home to the Bridgewater State University Aviation Training Center, an accredited collegiate aviation program, the largest of its kind in New England.

New Bedford Regional Airport is a towered airport with superior facilities. A recently completed, 5-year, $30 million program of projects has positioned the airport with new infrastructure to leverage for growth in the future. The final stage of the program, a $13 million runway reconstruction has provided the airport with a 5,400’ primary runway. Runway 5/23, with its increased length, new drainage grooves and safety areas in addition to the existing Instrument Landing System (ILS) approach and on-demand U.S. Customers services make New Bedford Regional Airport a facility with an international reach.

SECTION II. KEY DATES

**Key dates**: (some of these dates are tentative and subject to change)

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<td>October 10, 2018</td>
<td>RFP advertised in the Central Register</td>
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<td>October 24, 2018</td>
<td>12:00 pm, Last date for questions to be submitted</td>
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<td>October 30, 2018</td>
<td>12:00 pm, Questions will be answered</td>
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<td>November 13, 2018</td>
<td>Proposals Due 2:00 PM, to the Director of Purchasing</td>
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<td>Week of November 30, 2018</td>
<td>Optional Interview Period (date subject to change)</td>
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<td>Within 30 Days</td>
<td>Award to best proposer</td>
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SECTION III. PROPOSAL INSTRUCTIONS

A. INSTRUCTIONS TO PROPOSERS

1. The City may cancel this RFP, in whole or in part, or may reject all Proposals submitted in response, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be fiscally advantageous to the City or if it is otherwise in the best interest of the City.

2. The City may request that supplementary information be furnished to assure the City that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
3. Required forms are provided by the awarding authority in the appendices attached. All Proposals shall be in ink or typewritten and must be presented in an organized and clear manner.

4. Questions or clarifications rising from these documents shall be submitted to the Director of Purchasing in writing. They must be submitted in accordance with section II “Key DATES”.

5. Each proposer shall acknowledge receipt of any and all addendum issued to the Request for Proposals by so indicating in the Cover Letter/General Response. Failure to do so shall be cause to reject the proposal as being unresponsive.

6. The proposer shall sign the proposal correctly in ink or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the proposal will sign the document.

7. Proposers may correct, modify or withdraw the original Proposal on or before the date and time as stated in the “Legal Advertisement”. Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the vendor. Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must make a request in writing.

8. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her proposal.

9. It is understood that the Planner’s Proposal to the City to provide said services and products will remain valid for 90 days past the submission deadline.

10. The proposer’s attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over proposal/purchase shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.

11. It is understood that the proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion attached (Appendix A).

12. All costs involved in preparing the Proposal will be borne by the vendor; the City, will not be liable for any costs associated with the creation of the Proposal. The proposer shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.

13. All responses are to include a statement that the Proposal is in accordance with this Request for Proposals and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.

14. Proposals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The awarding authority’s decision or judgment on these matters shall be final, conclusive and binding.

15. Any proposal received after the date and time stated in the “Legal Advertisement” will be deemed “non-responsive” and shall not be opened. Unopened Proposals will be returned to the proposer.
16. The evaluation of the Proposals will be conducted by a RFP Evaluation Committee appointed by the Mayor. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFP and shall be final.

17. The Proposals will be opened on the date and at the time stated in the “Legal Advertisement” the name of the person or organization submitting a proposal will be read and recorded. The contents of all submittals will be opened privately and not be disclosed to the public or competing proposers until the evaluation process is completed. A register of Proposals will be completed indicating the name of the proposer. This register may be viewed upon request. The names of the witnesses will also be recorded.

18. Any contract resulting from this RFP shall be awarded to the proposer whose Proposal is deemed to be the most Highly Advantageous to the City. The RFP Evaluation Committee will be the sole judge in determining whether a vendor’s proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the City. The selected vendor will be under contractual agreement to the City and the City per the attached contract document and Operating Agreement.

19. Response to this Request for Proposals acknowledges the vendor’s acceptance of all sections and requirements of this document. The Request for Proposals will be written into the successful firm’s proposal as part of the contract. IF THE FIRMS PROPOSAL DOES NOT COMPLY WITH THE REQUIREMENTS OF THIS REQUEST FOR PROPOSALS, OR IF AN ITEM IS NOT UNDERSTOOD IN ANY WAY, A COPY OF THAT SECTION OF THE REQUEST FOR PROPOSALS MUST THEN BE INCLUDED IN THE PROPOSAL AND ALL ITS COPIES CLEARLY STATING THE DEVIATION, ADDITIONS, OR OTHER COMMENTS.

B. **PRE-RESPONSE CONFERENCE AND SITE VISIT**

None scheduled.

C. **QUESTIONS AND CLARIFICATIONS**

Questions requiring clarification shall be submitted in writing by email to the Director of Purchasing prior to **the date indicated in Section II, Key Dates**, in order to afford the City adequate time to respond with a correction or additional information prior to the deadline for submission of Proposals. Should it be found necessary, a written addendum will be incorporated into the RFP and will become part of the contract. Those who have received a copy of the RFP will be notified of such changes.

D. **NOTIFICATION OF AWARD**

All proposers will be notified of the selection decision within approximately 30 days of the date Proposals are due to the City unless otherwise notified by the City. In no case will the award be made beyond 90 days unless the vendor agrees to extend the period of time in which the proposal is valid.

E. **AGREEMENT**

This Request for Proposals, as well as the selected Firm’s submittal, and any addenda to that RFP, will become part of the final contract.

The contract shall be subject to **force majeure** considerations and in the event that either party hereto shall be prevented from the performance of any act required thereunder by reasons of strikes, lockouts,
labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party in performing any obligations shall be excused for the period of the non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Municipality. In the event that the extension is not possible, the provider may be required to rebate the Municipality a portion of the fee.

It is agreed, however, that since the performance dates of this contract are important to the implementation of the requested services, continued failure to perform for periods aggregating thirty (30) or more days, even for causes beyond the control of the contractor, shall be deemed to render performance impossible, and the municipality shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled “Termination of Contract.”

Additionally, the City, by written notice, may terminate this contract, in whole or in part, when it is in the City’s best interest. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

F. INSURANCE REQUIREMENTS

See Section Six, Sample Agreement attached hereto.

G. MONITORING

On a regular basis, the New Bedford Regional Airport Manager will review the Firm’s performance and inform the Firm if there are any issues associated with the service provided by the Firm. In light of serious infractions, illegal activities, failure to perform in accordance with industry standard, or potential harm to the environment, the Airport Manager or his designee will have the authority to cease any and all proposer services at any time.

H. INTERVIEW

After their review of firm Proposals, the RFP Evaluation Committee may interview a shortlist of qualified, responsive and responsible proposers. Proposers whose submittals are determined to be not advantageous or that did not meet the minimum requirements will not be interviewed.

In accordance with those interviews, the RFP Evaluation Committee will then rank those finalists and make a recommendation of award to the New Bedford Regional Airport Commission as the awarding authority on this project, subject to the satisfactory negotiations of the plan of services. If the New Bedford Regional Airport Commission, or designee, is unable to negotiate a contract, including any modifications to the fee, with the top-ranked finalist, the New Bedford Regional Airport Commission, or designee, will then commence negotiations with the next ranked finalist and so on, until a contract is successfully negotiated and approved by the New Bedford Regional Airport Commission.

Reimbursement for expenses incurred for this interview will not be forthcoming to either the awarded Contractor or any other candidate asked to be interviewed. The City of New Bedford reserves the right to change the interview period or to extend the dates during which interviews may be undertaken.

You should be prepared to meet week indicated in Section II, Key Dates. The City reserves the right to change the interview period or to extend the dates during which interviews may be undertaken.
I. LICENSES AND PERMITS

The proposer is responsible for attaining and holding in good standing all relevant licenses and certificates associated with the completion of these services. Evidence of these requirements is to be made part of the proposal submittal. If a permit is not currently held or the application process is pending, the contractor should indicate such. The City reserves the sole right to decide if the contract may be awarded to the contractor despite the failure to produce the actual permits or copies thereof. Licenses and permits must be held in force throughout the terms of the services as contracted.

The firm should be experienced with Massachusetts Public Procurement and Construction Laws and Procedures and Federal Aviation Administration (FAA) and Massachusetts Aeronautics Commission (MAC) rules and regulations. The names of the Firm’s key staff must be submitted along with their resumes. The individuals listed shall attend the interview. The design firm must have sufficient staff to undertake and complete the projects as assigned in a timely manner.

J. MISCELLANEOUS INFORMATION

The proposal submittals will be accepted until 2:00 pm on Tuesday November 13, 2018. They shall be delivered to the City of New Bedford, Purchasing Department, 133 William Street, Room 208, New Bedford, MA. 02740.

All information acquired by the Firm from the municipality or from others at the expense of the municipality in performance of the agreement, shall be and remains the property of the municipality. All records, data file, computer records work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the proposer for delivery to the City shall be and remain the property of the City.

The Firm agrees that he will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy, nor reproduce the same in any form except pursuant to the sole written instructions of the City.
EQUAL EMPLOYMENT OPPORTUNITY
ANTI-DISCRIMINATION PROGRAM

During the performance of this contract, the Contractor and all of (his) Sub-Contractors (wherein after collectively referred to as the Contractor), for himself, his assignees, and successors in interest, agree as follows:

The Contractor, in the performance of all work after award and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment. Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B)

The contractor by signing the contract offered by the City agrees to abide by the above paragraph to the best of his/her ability.

SECTION IV. PROPOSAL REQUIREMENTS

A. MINIMUM REQUIREMENTS

The RFP Evaluation Committee shall reject Proposals which do not meet the following certain minimum requirements:

1. Submitting Engineering firm must have a minimum of five (5) years of experience in engineering services for Airports, preferably in Massachusetts.
2. The proposal must be from an established business, corporation, partnership or firm that normally furnishes such services as the principal business for which the corporation or firm is formed. A description of the business including a list of clients (does not have to be complete list; sample is acceptable) and number of employees is required.
3. Knowledge of, and experience in, legal and administrative requirements, procedures, and practices related to the engineering, funding, construction at municipal airports, Massachusetts public building and procurement laws, and FAA and MassDOT rules and regulations.
4. Possess all necessary current licenses and registrations, either within the firm or through independent consultants, to qualify under Massachusetts law to perform the function of the FIRM.
5. Not be debarred under M.G.L., chapter 149, section 44C or disqualified under M.G.L., chapter 7C, section 47.
6. All Proposals shall be submitted to the Purchasing Department. Each proposal shall be in SEALED envelopes, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer.
7. The proposal must be received in the Purchasing Department before the deadline and must be complete.
8. All responses are to include a statement that Proposal is in accordance with this Request for Proposals and that the proposer has read and understands all sections and provisions herein.
B. QUALIFICATIONS MUST CONTAIN THE FOLLOWING

1. Name of Firm, description, and size.
2. Location of home office and office(s) where work will be done for the commission.
3. Resumes of Key personnel within your firm that will be doing work for the commission, including special qualifications and registrations required by various projects.
4. Qualifications and previous experience in airport development. Please note project location, project name, date, airport contact including telephone number.
5. Local knowledge. Demonstrate familiarity with New Bedford Regional Airport.
6. List all current contracts with Massachusetts Airports.
7. List any experience in dealing with environmental issues involving governmental agencies, commission, or groups.
8. Certification statement that the firm is licensed to do work in the Commonwealth of Massachusetts as a “Designer”.
9. Provide any additional information, which may be pertinent regarding your firm.

C. STAFFING REQUIREMENTS

1. The Proposer must set forth the staffing to be utilized for this service. Include resumes for all proposed personnel, including subcontractors.

2. Provide for each individual, their qualifications, professional registration.
   
   A. Name
   B. Work Assignment
   C. Responsibilities

3. Contractors must be prepared to contractually commit all individuals as submitted in their proposal, to this service. Any deviation from the proposed individuals will constitute a breach of agreement to any contractual agreement, which may result from this Request for Proposals.

4. Should it become impossible for a contractually committed individual to complete his duties, for a reason such as termination of employment, any change in the Firm’s staffing as outlined in the proposal will be subject to the approval of the City. The Airport Manager or his designee shall notify the Firm within fifteen (15) business days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced unless approved by the City.

D. TECHNICAL SCOPE OF SERVICES

Professional Engineering services and technical advice to assist the Airport Manager in its planning, design and operational responsibility at the New Bedford Regional Airport. The awarded firm will be responsible for all assigned engineering services. A three (3) year contract for these on-call engineering services is being offered. The Airport reserves the right to bid out selected projects and requirements at their option, if desired. The on-call firm awarded this contract will be able to submit a proposal for those services.

The services and advice to be provided by the selected firm may include, but will not be limited to the
following:

1. Preparation of studies for improvements or alterations to the airport facilities;

2. Preparation of proposals, certifications, applications or other materials for submission to the various departments of the Federal Aviation Administration, the Massachusetts Aeronautics Commission, and the City of New Bedford as may be required;

3. Advising the New Bedford Regional Airport Manager as to its existing and future airport capital improvement projects, facilities planning, and airport construction projects involving both public and private funding; and

4. Preparation of preliminary or final designs and construction specifications for proposed airport facilities or for alterations to existing facilities such as runways, taxiways, aprons, lighting systems, security and safety devices, navigational aids, vehicular access routes, and auto parking. A detailed scope of services and associated fee will be developed for each project to be undertaken by the selected firm, regardless of the funding source. The New Bedford Regional Airport Manager will review and approve the scope of services and fee prior to any work being performed.

SPECIFIC PROJECTS TO INCLUDE, BUT ARE NOT LIMITED TO:

- Wildlife/Security fencing
- RWY 14-32 Obstruction Mitigation
- RWY 23 Safety Area Improvements, Phase 2
- Relocations of TWY B North
- Reconstruction of Ramps
- Design New Terminal Building
- Construct New Terminal Building

General services include, but not limited to, preliminary investigation and technical analysis for various projects and reports, design, contact administration, and construction coordination and onsite inspection.

E. ADDITIONAL NARRATIVE INFORMATION

1. Summarize what you believe your business offers that are unique from other businesses in this field.
2. List the anticipated amount of support services and/or documents the Barnstable Municipal Airport would be required to provide.

F. MISCELLANEOUS REQUIREMENTS

Public Relations The City and the Firm shall cooperate in maintaining good public relations throughout the period of this project. The Firm may be asked to conduct a public information program that addresses the scope and objective of the project. This would be negotiated directly with the Airport Manager, should the need arise. The business principle or a
representative of the firm given the contract may be required to meet privately or publicly with the New Bedford regional Airport Commission as required to address any concerns or to provide timely updates.

G. FINANCIAL SCOPE OF SERVICES

Proposing firms shall include a detailed rate schedule with their submittal.

The selected Planning firm will submit a detailed scope of services and total project design fee to be negotiated at the commencement of each project.

SECTION V. PROPOSAL EVALUATION

A. PROCESS

The RFP Evaluation Committee will be assigned by the Airport Manager and Director of Purchasing.

1. The RFP Evaluation Committee will review all proposals and rank using the evaluation criteria set forth in this RFP. They will select the highest ranked submittals by proposers in accordance with the comparative evaluation criteria listed.

2. After the interview process, the committee will rank each of firms based on the evaluation criteria, the presentation of the firm and the interview, and then make a recommendation of award to the New Bedford Regional Airport Commission as the awarding authority on this project.

3. The City reserves the right to award the contract to the responsive and responsible proposal submittal which best meets the City’s needs, taking into account firm qualifications, submittal quality and evaluation criteria. The awarding authority’s decision or judgment on these matters shall be final. The committee will use the comparative criterion for each separate rating area, and based upon these criteria, will assign an overall rating to each proposal. Each of the criteria may contain ratings of:

   Unacceptable
   Not Advantageous
   Acceptable
   Advantageous
   Highly Advantageous

An “Unacceptable” rating in any one of the criteria may eliminate the proposal from further consideration.

The City reserves the right to award the contract to the responsive and responsible firm which best meets the City’s needs, taking into account quality and rate structure.
C. Comparative Evaluation Criteria

Responding firms are to address each of the following criteria in a clearly labeled section of their response and in the same order:

1. The Firm:
   
   **Firm Background and Capability**: to perform all of the aspects of the projects

   **Unacceptable**: Less than three (3) years of experience in providing similar Engineering Services to Massachusetts municipalities with documented examples of such services.
   **Acceptable**: Three (3) to five (5) years of experience in providing similar Engineering Services to Massachusetts municipalities with documented examples of such services.
   **Advantageous**: Six (6) to eight (8) years of experience in providing similar Engineering services to Massachusetts municipalities with documented examples of such services.
   **Highly Advantageous**: More than eight (8) years of experience in providing similar Engineering Services to Massachusetts municipalities with documented examples of such services.

2. Recent Relevant Experience: with projects comparable to the proposed projects specifically for Airports in Massachusetts.

   **Not Advantageous**: Firm has municipal airport engineering experience, but no municipal airport Engineering experience within Massachusetts.
   **Advantageous**: Firm has municipal airport engineering experience within Massachusetts that is current (within the past 5 years, less than 3 similar projects have been successfully completed in Massachusetts).
   **Highly Advantageous**: Firm has municipal airport engineering experience within Massachusetts that is current (within past 5 years). More than three (3) projects of similar type have been successfully completed within Massachusetts.


   **Unacceptable**: Firm has no experience with FAA/MassDOT Airport Improvement projects.
   **Acceptable**: Firm has experience with one (1) to five (5) FAA/MAC Airport Improvement projects. (Provide specifics)
   **Advantageous**: Firm has experience with six (6) to ten (10) FAA/MAC Airport Improvement projects. (Provide specifics)
   **Highly Advantageous**: Firm has experience with more than ten (10) FAA/MAC Airport Improvement projects. (Provide specifics)

4. Current Firm Capacity: list significant current work and work completed in the last five (5) years, as well as projects in-house but not yet begun; quantify.

   **Unacceptable**: No or limited current work listed.
   **Not Advantageous**: Firm capacity may be challenged by current work load when taking on this new assignment.
   **Advantageous**: Firm capacity appears to be able to handle this assignment with the given work load.
Highly Advantageous: Firm capacity can easily handle this assignment with their given work load.

5. References: Provide references with contact names and valid phone numbers of other clients whereby similar work has been performed.

Unacceptable: References are not provided.
Not Advantageous: References provided are not related to similar project type.
Acceptable: At least three (3) references are from similar project experience.
Advantageous: More than (3) three and less than five (5) references are provided from similar project types.
Highly Advantageous: More than Five (5) references are provided for similar project types.

6 Staffing:

a. Key Personnel: Professional background, caliber and staff availability for project; quantify staff and discipline; describe the % of time to be committed to the project by the key members of the project team.
b. Outside Consultants: Qualifications and experience of sub-consultants regularly engaged by the firm; describe the % of time to be committed to the project by the leadership of the project team.
c. Team Organization: Chart and describe team organization, listing key individuals.

Unacceptable - No staffing plan or team organization provided.
Not Advantageous - The staffing information provided may meet the Commission’s needs, but the organization plan provided is not clear enough to make a determination of roles and responsibility.
Acceptable - The staffing and team organization information provided will adequately meet the needs of the Commission.
Advantageous - The staffing information and team organization plan provided will meet the needs of the Commission, and shows the proposer’s commitment to the project by providing an experienced team of quality professionals with defined roles.
Highly Advantageous - The staffing information and team organization provided will exceed the needs set forth by the Commission and shows the proposer’s commitment to putting their best and most experienced staff and resources into this project. Project roles and responsibility are clearly defined.
7. Project Discussion & Scope of Work:
   a. Project Understanding & Challenges
   b. Project Approach

Unacceptable - Proposal did not adequately convey the proposer understanding of the project and the firm’s approach to completing the project successfully.
Not Advantageous - The response indicates the proposer may understand the Owner’s needs, but the plan provided is not clear enough to make a determination. The proposer’s approach does not instill confidence in a plan to complete the project in a well thought out manner.
Advantageous - The Scope of Services response provided indicates the proposer will meet the needs of the Owner; and shows the proposer’s demonstrated understanding of the project and their approach to the work required to complete a successful project.
Highly Advantageous - The Scope of Services response provided clearly indicates the understanding and ability to successfully meet the needs of the Owner; shows the proposer’s demonstrated understanding of the project; their ability to bring leadership to the project and that their approach to the project demonstrates a creative and thorough process.

8. Environmental Issues: Explain the process involving governmental agencies, commissions, or groups

Unacceptable: Proposal did not address the environmental issues.
Not Advantageous: The response indicates the proposer may meet the environmental concerns, but the process is not clear enough to make a determination. The Project’s environmental process does not instill confidence in the firm to complete the project within the given environmental constraints.
Acceptable: The response provided indicates the proposer will meet the environmental issues as assigned. The firm understands the environmental issue process.
Advantageous - The response provided indicates the proposer will meet the project environmental concerns and will more than adequately meet the needs of the Commission. The firm fully understands and has demonstrated the environmental concerns process and instills confidence that it will work to maintain the project environmental issues.
Highly Advantageous - The response provided indicates the proposer will exceed the needs of the Commission. The firm fully understands the environmental process and is creative in its approach that will insure success in staying within environmental guidelines. The firm understands the environmental issues and has the team to insure its success.

9. Budget Management History: list project history of budget and final actual costs with dates. Include discussion of rationale behind the history that communicates the firm’s understanding of project realities.

Unacceptable: No history included.
Not Advantageous: Less than three (3) case-studies with proposed budget and actual costs included for similar size projects; discussion of rationale behind the history.
Acceptable: Three (3) to Five (5) case studies demonstrated with proposed budget and actual costs included for similar size projects; discussion of rationale behind the history.
Advantageous: More than five (5) case studies demonstrated showing proposed and actual history for similar sized projects; discussion of rationale behind the history.
Highly Advantageous: More than five (5) case studies demonstrated showing proposed and actual history with at least three (3) of which involving similar sized projects.
10. Response to Additional Narrative Information

Summarize what is unique about your firm.

a. List support services and/or required documents required by your firm of the Commission.

**Unacceptable** – Proposer did not address Additional Narrative Information section.

**Not Advantageous** – Proposal did not adequately respond to all additional Narrative Information as requested.

**Advantageous** – Proposal was responsive, adequately responded to additional Narrative Information requested, appeared consistent with project intent, and responded to needs expressed by the documents in all areas.

**Highly Advantageous** - Proposal was very responsive, thoroughly responded to additional Narrative Information requested, appeared consistent with project intent, and responded to needs expressed by the documents in all areas.

11. General Impression of Proposal

**Unacceptable** - The proposal was not responsive to the Comparative Evaluation Criteria in an acceptable manner.

**Not Advantageous** - Response is informative, meets the criteria for responsiveness. Reviewer feels proposal reflects that proposer is able to perform in a manner acceptable to the Commission but was not overly impressed by proposer’s expression of ability.

**Advantageous** - Response is informative, meets criteria for responsiveness and communicates well. Reviewer feels proposal reflects that proposer is able to perform in a manner acceptable to the Commission, and shows the proposer’s commitment to the Commission and the project.

**Highly Advantageous** - Response is concise, informative, and highly detailed. Proposal reflects that provider is able to perform in a manner acceptable to the commission, communicates well and shows the proposer’s commitment to the commission and the project. The RFP Evaluation Committee is confident in the provider’s overall ability to provide and administer the services as required by the Commission.
Work References

(Proposers will be evaluated based upon the answers to the questions posed to references as outlined below).

Reference Check List of Questions:

1) Did this Firm provide the specified services for you or for the community? When? Do you currently use the Firm for that service?
2) Did the Firm perform the work requested in accordance with the terms of the written contract? If not, where were there deviations?
3) How would you describe the working relationship between the Firm and City officials and/or lead members of the contracting body?
4) How was their performance to cost estimate and schedule?
5) Did the Firm adhere to the rules and regulations associated with your business relationship?
6) Overall, on a scale of one to ten, how would you rate the Firm’s performance?
7) Would you retain this Firm’s services on future projects?
SECTION VI. PROPOSAL SUBMISSION REQUIREMENTS

A. SUBMISSION

The proposer must submit their Technical Proposal and Price Proposal in separate sealed envelopes bearing on the outside the name and address of the Proposer, addressed to the Director of Purchasing Officer, 133 William Street, Room 208, New Bedford, MA 02740.

Technical Proposal shall be submitted in a sealed envelope containing one (1) original and nine (9) copies marked “Bid # 19482024 On-Call Airport Engineering Services – Technical Proposal”.

Price Proposal shall be submitted in a sealed envelope marked “Bid # 19482024 On-Call Airport Engineering Services – Price Proposal”.

They must be received per the time frame outlined in the legal advertisement- (appendix F). It is the sole responsibility of the proposer to insure that the proposal submittal arrives on time and at the designated place.

B. CONTACT INFORMATION

Clarification and interpretations of this Request for Proposals must be requested in writing. Responses shall be likewise furnished. The last day to submit written requests is as stated in Section II, Key Dates. After that day no requests or questions will be accepted. Please contact the City of New Bedford for clarification of this Request for Proposals, direct all inquiries regarding the plan to:

Susan Bruce
Director of Purchasing
133 William Street, Room 208
New Bedford, MA 02740
Phone: (508) 979-1433
Fax: (508) 979-6148
Business Hours: 8:00 a.m. – 4:00 p.m. Monday through Friday
Susan.bruce@newbedford-ma.gov
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
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
PRICE SUBMITTAL - Rate Structure

Attach to this pricing sheet a complete rate structure including all hourly rates by discipline/position and any other associated charges for additional services, including applicable disciplines.

The fee for the services for each project shall be negotiated with the successful firm for each project.

Your signature below acknowledges your understanding of these parameters and your willingness to live within the stated financial constraint of the project.

Company: ____________________________________________

Authorized Signature: ____________________________________

Print Name: ____________________________________________

Title: ________________________________________________

Date: ________________________________________________

Telephone: __________________ Fax: __________________________

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

Contract # 19482024

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 the ________________, has need for the services of a (CONSULTANT) for a ________________.

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 Appendices A, and B and C respectively. 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

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- 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 comply 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 or 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’s 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.
IN WITNESS WHEREOF: THE PARTIES HERETO HAVE MADE AND EXECUTED THIS AGREEMENT AS OF THE _____ DAY OF ____________, 2018

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

CERTIFIED that funds are available

<table>
<thead>
<tr>
<th>By: Robert Ekstrom</th>
<th>By: Scott Servis</th>
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<tbody>
<tr>
<td>Title: Auditor</td>
<td>Title: Airport Manager</td>
</tr>
</tbody>
</table>

APPROVED as to Form and Legality

<table>
<thead>
<tr>
<th>By: Shannon Shreve</th>
<th>By: Ari Sky</th>
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</thead>
<tbody>
<tr>
<td>Title: Associate City Solicitor</td>
<td>Title: Chief Financial Officer</td>
</tr>
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</table>

Purchasing Department

<table>
<thead>
<tr>
<th>By: Susan Bruce</th>
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</thead>
<tbody>
<tr>
<td>Title: Director of Purchasing</td>
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</table>
Withdraw, Modify and Amend Proposals

Bidders who wish to withdraw, modify or amend their bid must do so in writing utilizing electronic mail to the City of New Bedford Director of Purchasing at susan.brice@newbedford-ma.gov no later than the time and date set forth herein for the receipt of the proposals. All such withdrawals, modifications, or amendments must so state in the subject line of the email correspondence. Any withdrawal, modification or amendment arriving after the date and time set forth for accepting responses will not be considered. After the opening of the proposals, a Bidders may not change any provision of the proposal in a manner prejudicial to the interests of the City of New Bedford or fair competition. Minor informalities will be waived at the discretion of the City of New Bedford.

Familiarity with Requirements

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

Independent Party

Under this Invitation for Bids, the successful Bidders declares itself to be at all times acting and performing as an independent party and nothing in this Invitation for Bids or any subsequent contract(s) is intended to constitute a partnership or joint venture between the Bidders and the City of New Bedford.

Conflict of Interest

No officer or employee of the City of New Bedford shall participate in any decision relating to any contract which would affect their financial or personal interest or the interest of any corporation, partnership, sole proprietorship or association in which they are directly or indirectly interested.

Political Activity Prohibited

None of the services to be provided by any Bidders shall be used for any partisan political activity or to further the election of any candidate for public office.

Assignment by Contractor

The successful Bidders or Contractor shall not assign in whole or in part or otherwise transfer any interest in any contract without the written consent of the City of New Bedford, provided however, that the present and prospective claims for money due owing to the Contractor from the City of New Bedford or any other Buyer may be assigned to a bank or trust company or to a financial institution insured by the Federal Deposit Insurance Corporation (FDIC) without such consent so long as notice of such assignment is promptly furnished to the City of New Bedford. Any complete or partial assignment of the Contractor’s or successful Bidders’s interest in any such contract shall require the assignee at the City of New Bedford’s discretion, to supply such
further information as the City of New Bedford deems necessary to comply with the City of New Bedford’s rules and regulations governing contracts for services. Any such assignment, in whole or in part, shall also be expressly made subject to all defenses, set-offs or counter claims which would have been made available to the City of New Bedford against the successful Bidders in the absence of such assignment.

Subcontracting

None of the services to be provided by the contractor pursuant to any contract shall be subcontracted or delegated in whole or in part to any organization, association, individual, corporation, partnership or any other such entity without the prior written approval of the City of New Bedford. All intended subcontracts shall be provisions, which are functionally identical to and consistent with the language of this Invitation for Bids.

Choice of Law

Any contracts awarded as a result of this Invitation for Bids shall be construed under the laws of the Commonwealth of Massachusetts. The successful Bidders and agents thereof agree to bring any federal or state legal proceedings arising from any such contract in which the City of New Bedford is a party in a court of competent jurisdiction, within the Commonwealth of Massachusetts. This section shall not be construed to limit any rights any party may have to intervene in any action in any court or wherever pending in which the other is a party.

Notices

Unless otherwise specified, any notice hereunder shall be in writing and shall be deemed delivered when sent via electronic mail (e-mail), given in person to either party or deposited in the U.S. Mail, postage prepaid and addressed to the persons indicated in any contract or as specified by any amendment hereto.

Severable Sections Do Not Affect Entire Contract

If any provision of the Invitation for Bids or any subsequent contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations under the provision. The remainder of the Invitation for Bids and any subsequent contract shall remain in full force and effect and enforceable to the fullest extent provided by law.

Contract Performance

The failure of any party to insist in any one or more situations, upon performance of any of the terms or provisions of any part of this Invitation for Bids or resulting contract shall not be considered as a waiver or relinquishment of the right of either party to future performance of any such term or provision, and are the rights and obligations of the parties to such future performance shall continue in full force and effect.
Liquidated Damages for Failure to Enter into a Contract

The successful Bidders, upon its failure or refusal to execute and deliver the contract, bonds and certificates of insurance required within seven days after receipt of the Notice of Award of the Bid, shall forfeit to the City of New Bedford, as liquidated damages for such failure or refusal, the security deposited with its proposal, provided that the amount forfeited shall not exceed the difference between its proposal price and the proposal price of the next lowest, responsive and responsible Bidders. In case of death, disability, bonafide clerical or mechanical error of a substantial nature or similar unforeseen circumstances affecting the Bidders, its proposal deposit shall be returned.

Liquidated Damages for Failure to Perform Under the Terms of the Contract

Should the successful Bidders fail to commence or diligently perform according to the terms if the contract, the successful Bidders agrees to pay the City of New Bedford, as liquidated damages, Two Hundred Fifty Dollars ($250.00) per calendar day that the successful Bidders fails to commence or diligently perform the work in accordance with the contract documents and/or is in violation of the contract. Liquidated damages assessed under this provision shall be deducted from any payment(s) due to the successful Bidders.

Funding & Fiscal Year Appropriation

Appropriations for expenditures by the City of New Bedford, and authorizations to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year for the City of New Bedford begins on July 1st and ends on June 30th of the following year. The obligations of the City of New Bedford under any contract resulting from this Invitation for Bids for any subsequent fiscal year following the fiscal year in which the initial contract is awarded, is subject to the appropriations to the City of New Bedford. Expenditures for contracted services, which will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for the said fiscal year.

Procurement Calendar

The City of New Bedford is soliciting proposals that will result in a contract. The schedule of events for this solicitation, subject to amendment by the City of New Bedford is:

Proposal Documents Available: Wednesday, October 10, 2018
Questions Due: Wednesday, October 24, 2018 by 12:00 pm
Questions Answered: Tuesday, October 30, 2018 at 12:00 pm
Proposals Due: Tuesday, November 13, 2018 at 2:00 pm

Duration of Contract

The contract shall be until June 30, 2022.
END OF SECTION
GENERAL PROPOSAL INFORMATION

Required IFB Sections

The Bidders must provide in its proposal, a reply to the particular specifications included in the Invitation for Bids.

ADA, Regulatory, Compliance and Standards

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

Indemnification

Any successful Bidders, in exchange for entering into an agreement or contract resulting from this Invitation for Bids shall indemnify and hold harmless the City of New Bedford and all persons acting for or on behalf of either of them from all suits and claims against them, or either of them arising for or on occasioned by the use of any service, material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such service, material, equipment or apparatus, or any part thereof, in any suit is held to constitute infringement, the successful Bidders within a reasonable time will, at its expense, and as the City of New Bedford may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus or remove the material, equipment or apparatus and refund the amounts paid therefore. Said indemnification includes reasonable Attorney’s fees related thereto.

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

Federal, State and Local Laws

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

Tax Exempt

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

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

Force Majeure

Neither the City of New Bedford, nor the successful Bidders shall be liable to the other, nor deemed to be in breach of any contract resulting from this Invitation for Bids for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to, Acts of God or the public enemy, wars, fires, flood, epidemics, quarantine restrictions, strikes, unforeseen freight embargos or unusually severe weather. Dates and times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other party promptly of the existence and nature of such a delay. It is agreed that since the performance dates of the subject contract are of the essence and
important to the implementation of essential City of New Bedford work, continued failure to perform for periods aggregating 45 or more calendar days, even for causes beyond the control of the successful Bidders, shall afford the City of New Bedford the right to terminate any contract resulting from this Invitation for Bids without assessment of termination costs or penalties.

Equal Opportunity

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

a. The successful Bidders will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, asexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information or ancestry. The successful Bidders will take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, religion, color, sex, national origin or sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information or ancestry.

b. The successful Bidders will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and all of the rules, regulations and relevant orders of the Secretary of Labor.

Termination

The Bidders for this Invitation for Bids should note that the City of New Bedford reserves the right to terminate any contracts resulting from this Invitation for Bids in whole or in part, by written notice:

- Without Cause: Either party may terminate the subject contract by giving written notice to the other party at least 60 calendar days prior to the normal contractual effective date of termination as stated or such other period as is mutually agreed upon in advance by the parties.

- For Cause: If, in the opinion of the City of New Bedford, the successful Bidders fails to fulfill its obligations, the Town of New Bedford may terminate any contract resulting from this Invitation for Bids by giving 30 days written notice to the successful Bidders at any time. The subject contract shall be terminated immediately in the event of fraud or program abuse.

- Emergency: The City of New Bedford may terminate or suspend any contract resulting from this Invitation for Bids up to 60 calendar days by providing written notice to the successful Bidders, stating the grounds for the City of New Bedford’s action, in the form of U.S. Mail, hand carried letter, or other appropriate written means if the City of New Bedford determines that immediate action is necessary to protect the City, State and-or Federal funds or property, or to protect persons from injury. Such termination or
suspension shall be effective upon receipt of notice of either suspension or termination by the successful Bidders. In the case of a suspension under this paragraph, the Notice of Suspension shall be accompanied by instructions from the City of New Bedford specifying requisite actions by the successful Bidders to remove the suspension, proposed timetable for meeting those requirements and a description by the City of New Bedford of allowable activities and costs, if any, during the suspension period. Failure by the successful Bidders to remedy the stated deficiencies according to the timetable prescribes by the City of New Bedford shall be cause for immediate termination.

- Elimination or Reduction of Funding: In the event of a reduction of funding for any reason, the City of New Bedford may terminate any contract resulting from this Invitation for Bids by providing notice of termination in a reasonable time. The City of New Bedford may provide a conditional notice of termination with a proposed amendment to the subject contract. Any such notice shall provide that the subject contract will terminate unless the successful Bidders submits to the City of New Bedford a properly signed copy of the amendment, or such modification form of amendment as may be agreeable to the City of New Bedford, within 20 calendar days after the date of the conditional Notice of Termination, or such other time as it is otherwise specified in the Conditional Notice.

- Remedies Upon Termination for Cause or for Emergencies: Notwithstanding the terms contained in this section, in the event of termination, the successful Bidders shall not be relieved of liability to the City of New Bedford by virtue of any breach of contract resulting from this Invitation for Bids by the successful Bidders. In the event of termination pursuant to this section, the City of New Bedford may withhold any payments to the successful Bidders for the purpose of set off until such time as the exact amount of damages due to the City of New Bedford from the successful Bidders is determined. In addition to and notwithstanding the above, the successful Bidders covenants and agrees that in the event of termination of any contract resulting from this Invitation for Bids, the successful Bidders shall pay to the City of New Bedford as damages: (a) such sum as, at the time of termination, the City of New Bedford reasonably determines that it shall require to compensate a subsequent contractor to complete the delivery of services, and (b) the sum, reasonably determined by the City of New Bedford, which will compensate the City of New Bedford for all of the direct and indirect costs resulting from the delay of services upon the successful Bidder’s default. The successful Bidders further covenants and agrees with the City of New Bedford that the successful Bidders shall pay all of the City of New Bedford’s costs and expenses (including Attorney’s Fees) incurred or paid in obtaining and enforcing any court order favorable to the City of New Bedford for any obligation of the successful Bidders under any contract resulting from this Invitation for Bids.
Obligation in the Event of Termination

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

Ownership of Furnishings & Equipment

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

Anti-Boycott Warranty

During the term of any contract resulting from this Invitation for Bids, neither the successful Bidders nor any “affiliated company” as hereafter described, shall participate in or cooperate with an international boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 4 of Chapter 151E of the Massachusetts General Laws. As used herein, an “affiliated company” shall be any business entity or which at least 51% of the ownership interests are directly or indirectly owned by the successful Bidders or by a person or persons or business entity or entities which directly own at least 51% of the ownership interest of the successful Bidders.

END OF SECTION
Bid Information

Bidders Communication

Bidders are prohibited from communicating directly with any employee of the City of New Bedford except as specified in this Invitation for Bids, and no other individual City of New Bedford employee or representative is authorized to provide any information or respond to any questions or inquiries concerning this Invitation for Bids. Bidders may contact the person identified on the cover sheet of this Invitation for Bids in the event this Invitation for Bids is incomplete.

Reasonable Accommodation

Bidders with disabilities or hardships that seek reasonable accommodation, which may include receipt of the Invitation for Bids information in an alternative format, must communicate such requests in writing via electronic mail (e-mail) to the contact person. Requests for accommodation will be addressed on a case by case basis. A Bidder requesting accommodation must submit the written request via email, which describes the Bidder’s disability and the requested accommodation to the contact person for the Invitation for Bids. The City of New Bedford reserves the right to reject unreasonable requests.

Public Records

All proposals and information submitted in response to this Invitation for Bids are subject to the Massachusetts Public Records Law, M.G.L. Chapter 66, Section 10 and Chapter 4, Section 7, Subsection 26. Any statements in the Bidder’s proposal inconsistent with these statutes will be disregarded.

Brand Name or Equal

Unless otherwise specified in this Invitation for Bids, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this Invitation for Bids to any manufacturer or proprietor or to constitute and endorsement of any good or service, and the City of New Bedford must consider clearly identified offers as substantially equivalent goods and services are submitted in response to such reference.

Publicity

Any Bidders awarded a contract under this Invitation for Bids is prohibited from selling or distributing any information collected or derived from the contract, including lists or participating or eligible departments, employee names, telephone numbers, e-mail
addresses, addresses or any other reports or information except as specifically authorized under this contract.

**Costs**

Costs for services that are not specifically identified in the Bidder's response and identified as part of the contract will not be compensated under any contract awarded pursuant to this Request for Proposal.

**Required Response Attachments**

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

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

**Vote of Corporation** (If Bidders is a Corporation): If the Bidders is a Corporation, a vote of the Corporation approving participation in this Request for Proposal process must be signed by the Corporate Officers with the Corporate Seal affixed and attached to the original Request for Proposal.

If the Bidders is a Corporation, the names and addresses of the Corporate Officers and the State and date on Incorporation must be included. The Bidders must state if the Corporation is publicly or privately held. If the Corporation is publicly held, the exchange on which it is traded and the symbol under which it is traded is required.

**Sole Proprietorship** (If the Bidders is a Sole Proprietor): If the Bidders is a Sole Proprietorship, a partnership or any other legal business entity, the names and addresses of the Officers must be included, the parent state of business and the number of years this entity has been in business. In short, a complete business profile must be included in the response.

**Submitted Proposals**

The City of New Bedford shall be under no obligation to return any materials submitted by the Bidders in the response to this Invitation for Bids. All materials submitted by Bidders become the property of the City of New Bedford and will not be returned to the Bidders. The City of New Bedford has the right to use any ideas, concepts or
configurations that are presented in the Bidder’s response whether or not the response is selected for contract award.

**Clarification of Bid**

The City of New Bedford is not required to seek clarification of bids; therefore the Bidders should be as clear as possible in all of its responses to this Invitation for Bids.

**Rejection of Bidder’s Response**

A Bidder’s response may be rejected by the City of New Bedford if the Bidder’s response:

- Fails to adhere to one or more of the requirements.
- Fails to submit its response to the required address on or before the Invitation for Bids I are due.
- Fails to submit a response in accordance to the format and instructions specified or to supply the minimum information requested in the Invitation for Bids.
- Fails to meet unconditionally or is unable to demonstrate competence to meet the requirements of the Invitation for Bids.
- Misrepresents its equipment, systems or services, or provides demonstrably false information in its response, or fails to provide material information
- Violates the restrictions on contracts with the City of New Bedford employees and representatives
- Refuses, is unable to, or fails to provide clarification requested by the City in a reasonable time frame.

**Invitation for Bids Cancellation**

The City of New Bedford retains the right to cancel this Invitation for Bids, or any portion thereof, at any time prior to the execution and approval of a contract. If this Invitation for Bids is cancelled, all responses received to the Invitation for Bids will be rejected. All expenses related to the preparation of responses to this Invitation for Bids remain the responsibility of the Bidders.

**No Guarantee of Purchase**

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

The Bidders may not place, as a condition for providing the cost levels proposed, any minimum purchase requirements.
Prime Contractors and Subcontractors

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

The City of New Bedford requires a single point of contact for any contract resulting from this Invitation for Bids. Subcontractors may be used, but the successful Bidders, as a prime contractor, shall be responsible for meeting all of the terms of any contract resulting from this Invitation for Bids, and must be accept full responsibility for any subcontractor’s performance.

Bidders must provide a list of subcontractors, a description of each subcontractor’s responsibility in regards to this contract and signed letter of agreement between the Bidders as the prime contractor, and its subcontractor(s) identifying their responsibilities and their relationship to the prime contractor. The prime contractor must notify each individual account (eligible entity) in writing, the name of their subcontractor both initially and when a subcontractor is charged. If the subcontractor has filed for Chapter 11 Bankruptcy or Chapter 7 Bankruptcy, the prime contractor must notify the City of New Bedford. The notification must be written and must be within one week of the events noted above.

Written Inquires

Bidders may submit written inquiries concerning any part or attachment of this Invitation for Bids. Written inquiries regarding issues outside of the scope of this Invitation for Bids will not be considered.

All inquiries must be submitted by the required date and time to the contact listed on the cover page of this Invitation for Bids.

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

Any change to this submission date and/or time will be made by notice sent electronically to all Bidders. The Bidders is responsible for confirming receipt of its written inquiries with Susan Bruce, Director of Purchasing, City of New Bedford at susan.bruce@newbedford-ma.gov.

The City of New Bedford will provide written responses via electronic mail (e-mail) to all written inquiries received by the required due date. Responses will not identify the inquiry by the Bidders.
Deadline for Submission

All responses to this Invitation for Bids are due at the address listed on the cover page and no later than the date and time listed in the Procurement Calendar.

END OF SECTION