City of New Bedford
New Bedford Municipal Airport

Request for Proposals
Contract # 19482025

On-Call Planning Services
Multiple Projects

Awarding Authority: New Bedford Municipal Airport Commission

Issued: October 17, 2018

Proposals due: No later than November 20, 2018 at 11:00 am
Last day for questions: November 5, 2018 by 12:00 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 The City of New Bedford accepts no liability to provide accommodation to bidders who submit a response based upon an out of date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 by a 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.
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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 Municipal Airport Commission (BMAC) and the Airport Manager, herewith solicits submission of Proposals from qualified firms licensed to do business in the Commonwealth of Massachusetts for professional planning services and technical advice to assist the NBMA and Airport Manager in its planning and operational responsibility at the New Bedford Municipal Airport. The awarded firm will be responsible for all planning services as assigned. A three (3) year contract for these on-call services is being awarded.

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 New Bedford Municipal Airport Commission, 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. 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. 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.
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 visit. 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)

October 17, 2018  RFP advertised in the Standard Times


November 5, 2018  12:00 pm Last date for questions to be submitted

November 20, 2018  Proposals Due 11:00 am, to the Director of Purchasing

Week of December 3, 2018  Interview Period (date subject to change)

Within 30 Days  Award to best proposer

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.

20. 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. 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 Municipal Airport Commission as the awarding authority on this project, subject to the satisfactory negotiations of the plan of services. If the New Bedford Municipal Airport Commission, or designee, is unable to negotiate a contract, including any modifications to the fee, with the top-ranked finalist, the New Bedford Municipal 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 Municipal 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.

H. 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.

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 Planning firm must have a minimum of ten (10) years of experience in planning 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 planning, funding, construction at municipal airports, Massachusetts public building and procurement laws, and FAA and MAC 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 Property Management Division as stated in "Legal Advertisement" - Appendix F. 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 shall be received in the Procurement & Risk Management Office before the deadline for receipt of Proposals as required by this Request, and must be complete (must include or address all items specified in Section VI -- Proposal Submission Requirements).

8. The proposer must have signed both the Certificate of Non Collusion (Appendix A), State Taxes Certification Clause (Appendix B) and include in the proposal package.

9. The proposal must be signed by an agent of the company who has authority to bind the company to a firm bid price.

10. 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.

B. 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.

   Name
   Work Assignment
   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.

C. TECHNICAL SCOPE OF SERVICES

Professional Planning services and technical advice to assist the NBMAC and Airport Manager in its planning, design and operational responsibility at the New Bedford Municipal Airport. The awarded firm will be responsible for all assigned planning services. A three (3) year contract for these on-call 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 New Bedford Regional Airport Commission is seeking to engage a qualified consulting Planning firm to accomplish various aviation related projects required to implement the Airport’s capital improvement plan. This agreement will cover a 3 year (36 month) period from 2019-2022.

POTENTIAL PROJECTS TO BE INCLUDED IN THIS ON-CALL AGREEMENT:

Specific projects to include, but are not limited to:
- Wildlife / security fencing
- RWY 14-32 obstruction mitigation
- RWY 23 safety area improvements, Phase 2
- Relocation 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, environmental permitting.

D. ADDITIONAL NARRATIVE INFORMATION

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

E. 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 Municipal Airport Commission as required to address any concerns or to provide timely updates.

**F. 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 Mayor.

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 in Section V.B below to be interviewed jointly by the RFP Evaluation Committee.

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 Municipal 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.
B. 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 Planning services to Massachusetts municipalities with documented examples of such services.
     - **Acceptable:** Three (3) to five (5) years of experience in providing similar Planning services to Massachusetts municipalities with documented examples of such services.
     - **Advantageous:** Six (6) to eight (8) years of experience in providing similar Planning services to Massachusetts municipalities with documented examples of such services.
     - **Highly Advantageous:** More than eight (8) years of experience in providing similar Planning 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 Planning experience, but no municipal airport Planning experience within Massachusetts.
   - **Advantageous:** Firm has municipal airport Planning 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 Planning experience within Massachusetts that is current (within past 5 years). More than three (3) projects of similar type have been successfully completed within Massachusetts.

3. Experience with Federal and Massachusetts (FAA/MAC) Airport Improvement Projects (AIP).
   - **Unacceptable:** Firm has no experience with FAA/MAC 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 subconsultants 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 City'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 City.
   **Advantageous** - The staffing information and team organization plan provided will meet the needs of the City, 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 City 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’s 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. Proposer’s past schedule performance history: demonstrated past performance with a discussion of rationale behind the history that communicates the firm’s understanding of project reality.

   **Unacceptable**: No history included.
   **Not Advantageous**: Two (2) or less case-studies showing proposed schedule and actual project schedule.
   **Acceptable**: Three (3) to five (5) case studies showing proposed schedule and actual schedule.
   **Advantageous**: More than five (5) case studies showing proposed and actual schedules.
   **Highly Advantageous**: More than five (5) case studies with examples included of similar types of projects showing proposed schedules and actual project timelines.


   **Unacceptable**: Proposal did not address the VE and estimating process.
   **Not Advantageous**: The response indicates the proposer may meet the cost estimating process needs, but the process is not clear enough to make a determination. The Project’s cost estimating process does not instill confidence in the firm to complete the project within the given budget.
   **Acceptable**: The response provided indicates the proposer will meet the project budgets as assigned. The firm understands the budget control process.
Advantageous - The response provided indicates the proposer will meet the project budget and will more than adequately meet the needs of the City. The firm fully understands and has demonstrated a budget control process and instills confidence that it will work to maintain project budget controls to keep costs in line with the original budget.

Highly Advantageous - The response provided indicates the proposer will exceed the needs of the City. The firm fully understands the budget control process and is creative in its approach that will insure success in staying within budget guidelines. The firm understands the budget control process and has the team to insure its success.

10. 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.

11. 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 City.

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.

12. 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 City 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 City, and shows the proposer’s commitment to the City 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 City, communicates well and shows the proposer’s commitment to the City 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 City.

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

Proposals shall be submitted in two sealed envelopes: One (1) containing an original and eight (8) copies marked “Firm Selection – On Call Airport Planning Services RFP # 19482025”. And the Second (2) sealed envelope containing the price proposal marked clearly, “PRICE PROPOSAL RFP # 19482025”. 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.

Within your Proposal submittal, please supply each of the following items and clearly structure and label your Proposal

1) Cover Letter including name of Agency/Firm, address and telephone number, signed in ink by someone authorized to sign such documents.

2) Attach Financial Statement for two previous calendar years attested by a CPA or Bank Officer. In respect of confidentiality, this may be submitted (one copy) in a separate envelope. This information will only be used if financial information provided in proposal is not adequate to communicate financial capabilities. If you do not provide financial statements, you must include a letter to that effect and provide some other means to determine the financial status of your company.

B. CONTACT INFORMATION

Clarification and interpretations of this Request for Proposals must be requested via email to Susan.bruce@newbedford-ma.gov. 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
City of New Bedford
133 William Street, Room 208
New Bedford, MA 02740
Phone: 508-979-1433 x 67041
Business Hours: 8:00 a.m. – 4:00 p.m. Monday through Friday
Susan.bruce@newbedford-ma.gov
CITY OF NEW BEDFORD

CERTIFICATE OF NON COLLUSION

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

FIRM ___________________________ SIGNATURE__________________

ADDRESS _______________________

________________________________

TELEPHONE ______________________

NAME (print) _________________

TITLE _________________________

DATE _________________________
CITY OF NEW BEDFORD

STATE TAXES CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law, I have addressed any tax liability and am in the process of setting up a plan to satisfy said liability.

* Signature of individual or Corporate Name (Mandatory)

BY:

Corporate Officer (Mandatory, if applicable)

**Social Security # or Federal Identification #

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** Your Social Security Number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. 62C s. 49.A.
Left blank at this time
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
(Company Name)
(Company Address)

Contract #

Date

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

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

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

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

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

PART I
SCOPE OF SERVICES

The complete Scope of Services, Schedule, and Budget for performance of the Scope of Services are contained herein in Appendixes 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 _______. This contract may be extended _______ times for additional term(s) of _______.

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
$\underline{\text{......}}$, 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 15\textsuperscript{th} day of each month for services rendered the previous calendar month. Invoices shall include an attached progress report clearly describing the monthly and cumulative progress for each Phase. Where applicable, invoices shall include a description of services provided, labor categories, and for each labor category the hourly rate(s) and number of hours billed. The City will compensate Consultant for each Phase, or percentage thereof, completed during the invoiced month. The City shall make all reasonable efforts to process payments within thirty (30) days from the date of receipt of each invoice. The City shall give prompt written notice of any disputed invoice amount and shall pay the amount not in dispute.

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

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

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

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

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

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

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

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

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

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

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

18. **Appropriations; City’s Obligations:** Appropriations for expenditures by the City and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the City is the twelve (12) month period ending June 30 of each year. The obligations of the City under this Agreement for the present or any subsequent fiscal year following the fiscal year in which the Agreement is executed are subject to appropriation by the City of funds sufficient to discharge the City’s obligations that accrue in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Agreement shall be terminated immediately upon the Consultant’s receipt of notice to said effect without liability or damages, penalties or other charges arising from such early termination. Expenditures under this Agreement for services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated or authorized for said fiscal year. The Consultant’s yearly costs, as contained herein, may not exceed the amount appropriated for the year.

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

20. **Notices:** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by certified mail to: [Address] for the Consultant and [Address], City of New Bedford, 133 William Street, New Bedford, Massachusetts 02740, 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 as 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 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.

Vendor: ___________________________  

______________________________
By: ___________________________  
Title: ___________________________

CITY OF NEW BEDFORD, 
MASSACHUSETTS

______________________________
By: Jonathan F. Mitchell  
Title: Mayor

CERTIFIED that funds are available

______________________________
By: Robert Ekstrom  
Title: City Auditor

Dept: ___________________________

______________________________
By: ___________________________  
Title: ___________________________

Approved as to Form and Legality

______________________________
By: Shannon Shreve  
Title: Associate City Solicitor

PURCHASING DEPARTMENT

______________________________
By: Susan Bruce  
Title: Director of Purchasing

Chief Financial Officer

______________________________
By: Ari Sky

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CITY OF NEW BEDFORD  
New Bedford Municipal Airport  
Advertisement  

REQUEST FOR PROPOSAL  
Consultant for On-Call Planning Services  
#19482025  

The City of New Bedford, Purchasing Department, in conjunction with the New Bedford Municipal Airport is soliciting proposals for a Consultant to provide On-Call Planning 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 bid opening.  

Responses Due:  
Tuesday, November 20, 2018 at  
11:00 AM, Prevailing Time  

Request for Proposal Documents, including the Information for Responders, Form of Contract, Specifications, and other Contract Documents, may be obtained and/or examined on or after Wednesday, October 17, 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 purchasing@newbedford-ma.gov.  

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

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

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

Proposals must include ALL DOCUMENTS required by the Request for Proposals. 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  
Susan Bruce, Director of Purchasing