CITY OF NEW BEDFORD  
MASSACHUSETTS  
Advertisement
INVITATION FOR BID # 18210813R

The City of New Bedford, Purchasing Department, in conjunction with the City of New Bedford Police Department is soliciting bids for the purchase and installation of Fourteen 16MP and Two PTZ Avigilon Cameras or equal. The City of New Bedford currently utilizes the Avigilon camera system and is looking to add additional camera to the system.

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

BID OPENING
Bids will be opened Monday, June 18, 2018
11:00 AM Prevailing Time

Contract Documents, including the Information for Bidders, Form of Bid, Form of Contract, Specifications, and other Contract Documents, may be obtained and/or examined on or after Monday, June 4, 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. Electronic copies can be obtained by emailing purchasing@newbedford-ma.gov. Bid documents can also be downloaded from the city of New Bedford website; www.newbedford-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 bids submitted should take this factor into consideration, and be calculated accordingly.

There is a walkthrough scheduled for Friday, June 8, 2018 at 8:00 am. Please meet at Police Headquarters, 871 Rockdale Ave., New Bedford, MA.

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

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

Bids **must** include **ALL DOCUMENTS** required by the Invitation for Bid. The Awarding Authority reserves the right to waive any and/or all informalities in the bidding. The Awarding Authority also reserves the right to reject any or all bids, or to accept any other than the lowest bidder should it be deemed to be in the best interest of the City of New Bedford, Massachusetts, to do so.

AWARDING AUTHORITY
CITY OF NEW BEDFORD
Susan Bruce, Director of Purchasing

6/1/18
CITY OF NEW BEDFORD
 MASSACHUSETTS

INVITATION FOR BID #18210813R
Purchase and Installation of Fourteen 16MP and Two PTZ Avigilon Cameras or Equal

I. General Information and Bid Submission Requirements
The City of New Bedford, through the City of New Bedford Police Department is soliciting bids for the purchase and installation of Fourteen 16MP and Two PTZ Avigilon Cameras or equal. Currently the City of New Bedford is utilizing more than 100 cameras on the Avigilon system.

RULE OF AWARD: The contract shall be awarded to the responsive and responsible bidder offering the lowest price for the supplies/services specified in this Invitation for Bids.

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

BID OPENING

BIDS will be opened:
Monday, June 18, 2018
11:00 A.M. Prevailing Time

- TIME FOR BID ACCEPTANCE
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 vendor.

- ADDENDA
If any changes are made to this IFB, an addendum will be issued. Addenda will be emailed to all bidders on record as having picked up the IFB.

- QUESTIONS
Questions concerning this Invitation for Bid must be submitted via email to Susan Bruce, Director of Purchasing, at susan.bruce@newbedford-ma.gov before Monday, June 11, 2018 by 3:00 pm. Questions may be delivered, mailed, or faxed. Written responses will be emailed to all bidders on record as having picked up the IFB.

- CORRECTIONS, MODIFICATIONS
A bidder may correct, modify, or withdraw a bid by written notice received by the City, prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope, clearly labeled “Modification No. ____.” Each modification must be numbered in sequence, and must reference the original IFB. After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

- RIGHT TO CANCEL OR REJECT
The City may cancel this IFB, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interests of the City.

6/1/18
• **BID PRICES**
All bid prices submitted in response to this IFB must remain firm for thirty (30) days following the bid opening.

Bidders are advised to include in their Bid any and all costs associated with the delivery of all products under this Contract. The City will not pay any additional fees under the Contract unless it has previously agreed to pay such additional fees in writing.

The City will not compensate Bidder for any costs under any Contract awarded by this IFB that are not specifically identified in the Bidder’s Response or Bid and accepted by the City as part of the Contract.

• **UNEXPECTED CLOSURE**
If, at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 3:00pm on the next normal business day. Bids will be accepted until that date and time.

• **NUMBER OF COPIES**
Each bidder should submit one (1) original bid document.

• **ENVELOPE MARKING**
The bid envelope should be marked as follows: **Bid #18210813R, Purchase and Installation of Surveillance Cameras for NBPD.**

• **AUTHORIZED SIGNATORY**
A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

The City of New Bedford requires all corporate vendors soliciting business with the City of New Bedford which are not Massachusetts Corporations to be registered as a Foreign Corporation in the Commonwealth of Massachusetts. Therefore, “out of state businesses”, in accord with Massachusetts General Laws Chapter 156d, Section 15.01, must register as a foreign corporation doing business in Massachusetts and appoint a Resident Agent for service of process within the State of Massachusetts. The necessary forms may be downloaded from the state web site [www.state.ma.us/sec](http://www.state.ma.us/sec).

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

• **USE OF OTHER NAMES AND REFERENCES**
*Unless otherwise stated, the use of manufacturer’s name and product numbers are for descriptive purposes and establishing general quality levels only. They are not intended to be restrictive, but utilized where no other manner of description will suffice. Bidders are required to state exactly what they intend to furnish, otherwise, it is fully understood that they shall furnish all items stated.

*The jurisdiction reserves the right to determine whether something is of equal value.

• **INSURANCE REQUIREMENTS:**
Vendors doing business with the City of New Bedford are required to provide a copy of their insurance policy, including all endorsements that list the City of New Bedford as an additional insured in the amounts as specified herein. (*some coverages may not be required)

• **ALTERNATE PRICE**
If an alternate price is requested and you estimate that there is no change in price for its inclusion, please indicate by
writing "no change," "N/C," or "0" in the space provided. DO NOT use "N/A" or leave the space blank as these notations may cause your bid to be rejected.

- **ENVIRONMENTAL GUIDELINES**
The City of New Bedford encourages the use of environmentally preferable products and services (EPP’s) whenever possible. Such products or services must perform to satisfactory standards and represent the best value. EPP’s are products or services that help conserve natural resources, reduce waste, promote the use of recycled materials, clean technologies and protect the health of the public and the environment.

- **CONTRACT TYPE AND TERM**
This is a firm, fixed-price contract.

- **Procurement Calendar**
The City of New Bedford is soliciting bids that will result in a contract. The schedule of events for this solicitation, subject to amendment by the City of New Bedford is:
  
  **Invitation for Bid Available:**
  Monday, June 4, 2018
  Friday, June 8, 2018 at 8:00 am
  City of New Bedford Police Headquarters
  871 Rockdale Ave.
  New Bedford, MA 02740

  **Site Visit**
  Questions Due via email to susan.bruce@newbedford-ma.gov
  Monday June 11, 2018 by 3:00 PM
  Questions answered
  Wednesday, June 13, 2018 by 12:00 PM
  Bids Due:
  Monday, June 18, 2018 at 11:00 AM

The City of New Bedford reserves the right to reject any and all bids if it is in the public interest to do so.
ATTACHMENT A – SPECIFICATIONS

SPECIFICATIONS ARE AS FOLLOWS:

The City of New Bedford, in conjunction with the New Bedford Police Department invites sealed bids from Video Surveillance Contractors for New Surveillance Cameras installations for the New Bedford Police Department. The project consists of the supply and installation of new exterior video surveillance cameras, network video recorders, wireless and wired access points, cables, camera mounts and miscellaneous hardware as outlined. The new equipment is to be integrated into the New Bedford Police Department video surveillance system.

The purpose of this IFB is to contract with a licensed, certified, experienced professional contractor to provide, labor, materials, and the equipment required to perform the work necessary to seamlessly integrate the New Bedford Police Department existing Video Surveillance Camera Systems located throughout the various locations owned or operated by the City of New Bedford, MA. The selected Contractor must have extensive experience in providing services of similar size and scope and must provide references from those professional experiences. The successful Bidder will also warrant all installed components of the Work described herein for a period of One (1) year. Outside of the warranty, the Work shall also include emergency response and repair to the installed Security Camera Systems for a period on One (1) year.

The services to be provided include, but are not limited to maintenance, service, design, and installation of a video surveillance camera System including: video management software, wireless radios and related network hardware, recorders and cameras, including timely response to correct any related problems as they arise at any location of installation.

The location of the installations are: Brock Avenue, Ruth Street, Cleveland Street, Monte’s Park heading on Acushnet Avenue, Magnett Park area on Cedar street, River Street in the Ashley Park Area, County and Rivet Streets, Acushnet Avenue north of Coggeshall Street, and Ashley Boulevard on the south side of Nash Road and north of Coggeshall Street.

GENERAL ASSUMPTIONS and REQUIREMENTS

Cabling Testing/Certification

1. All cables and custom-made patch cables must be tested and certified to UTP Category 6 standard.
2. Test results must be in Excel file format.
3. Each cable test result must include the cable name per the agreed upon naming convention.

Exterior Penetration Points

1. Exterior building penetrations may be 3/8"-3/4" in diameter.
2. All penetrations require Ground Penetrating Radar (GPR) prior to drilling to verify a clear and safe drill path. In the event that a clear and safe drill path cannot be determined by GPR, x-ray must be used.
3. All penetrations must be fully sealed with fire stop.
4. In the event that a penetration turns out to be unusable, it must be filled and patched in a manner that provides the best match to the existing concrete and the best possible aesthetics.
5. Exterior penetrations are to be reviewed prior to drilling with the designated representative from the New Bedford Police Department.

Exterior Conduit

1. Conduit must be ½” indoor/outdoor EMT.
2. Flexible conduit may only be used in the specified locations.
3. All conduits are to have a pull string installed with required cabling.
4. Conduit installation is to be reviewed with the designated representative from the New Bedford Police Department.

Camera Integration Vendor

1. Is to work with the New Bedford Police Department Information Systems Department to configure and integrate the cameras into the Avigilon Control Center System.
Camera Testing

1. Vendor is to test and verify that each camera is fully operational and provide written verification.

Camera Configuration and Adjustments

1. Vendor is to work with the New Bedford Police Department Information Systems Department to optimize all camera settings including:
   a. Brightness and exposure
   b. Digital zoom
   c. Camera angle
   d. Image masking
   e. Nighttime images
   f. Event triggers

Remote Server Access

1. Temporary remote access to the New Bedford Police Department’s server for setup and configuration purposes can be granted as deemed necessary during the duration of the project at the discretion of New Bedford Police Department information Systems.

As-Built Drawings

1. Vendor is to provide four (4) sets of printed final As-Built Drawings in size ANSI E (34x44) of all conduit, cable runs, jack locations, jack names, camera locations and camera type.
2. Drawings must also be submitted in PDF format and also in Visio file format or as a .DWG file.
3. Final As-Built Drawings must be submitted within 15 days of sign-off of project completion.

- The vendor shall include all licenses associated with the systems bid by said vendor. In no case shall the vendor bill for any additional license fees or costs within three (3) years of installation completion.
- All software licenses except as noted shall be included in the bid documents. No recurring licenses or Software Upgrade Plan (SUP) costs will be accepted. No additional licenses for client workstations will be accepted.
- The vendor shall be responsible for the programming of all equipment and functionality to provide a working system within the scope of this bid.
- All cable and cable installation shall be supplied and performed by the vendor.
- All conduit, where required by code, shall be provided by the vendor and adhere to AHJ fire and building code.
- All 120VAC power shall be provided by others, but shall be coordinated by the vendor.
- All power supplies and ancillary equipment shall be installed in the designated data rooms (also known as MDF/IDF rooms) as coordinated with the New Bedford Police Department.
- All equipment warranties shall start upon owner activation of the systems.
- All equipment shall be of new condition (no refurbished).
- All items shall be IP (internet protocol) based, digital units.
- All video equipment shall fit within the latest ONVIF standards. (Profile C is for IP-based; Profile G is for edge storage and retrieval; and Profile S is for IP-based video systems.
- All equipment shall operate on the current power grid unless otherwise required.
- All equipment shall be self-sustaining or at least self-starting in the event of a power failure.
- No analog equipment will be considered.
- System shall be capable of running on generator power or battery backup system.
- All external equipment shall be equal or exceed IP-66 weatherproofing standards.
- Connections for all exterior equipment shall be equal or exceed IP-67 waterproofing standards.
- Connections for all interior equipment shall be equal or exceed IP-66 standards.
- All exposed equipment, conduits and other related mounting components shall meet IK-10 vandal resistance standards.
- All hardware providing power over the Ethernet shall be at the IEEE 802.3at power over the Ethernet standard for every supplied port.
- The Vendor shall provide and install POE switches located in identified IDF/MDF telephone rooms for all Ethernet devices as needed.

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Networking Equipment

- The Vendor shall provide networking equipment necessary to support the Surveillance System based on their needs of the current IT Infrastructure of the New Bedford Police Department.
- The Vendor shall be responsible for configuration of required networking equipment to include wireless transitions to those camera locations that are not capable of hardware runs.
- Recording and Client traffic shall be segmented into two physical/virtual networks. One or more network cards on the servers shall be assigned to the recording traffic and connect to the recording network as long as they are on different subnets. At least one network card on the servers shall be assigned to the client traffic and connect to the client viewing network.
- If physical segmentation is impossible, segmentation of the traffic via VLANs or VRF’s is critical and mandatory for managing potential ARP broadcast issues.
- Network connections to servers and clients shall be 1 gbps minimum.
- Externally mounted cameras over copper shall be protected with DITEK DTK-MRKPOE surge suppression.
- Do not load an Ethernet connection greater than 70% of its maximum throughput.

Capacity

- The system shall be capable of retaining video for a minimum of 30 days at no less than 5 frames per second for outdoor 16 megapixel cameras at an estimated 50% activity for analytics event record with one frame per second recording when no event is detected.

Exporting

- It is required for the system to be capable of exporting video in standard video formats capable of being played without additional codecs on a Windows OS, MAC OS or standalone commercial DVD player (i.e. AVE, AVI, WMF).
- File package should also be downloaded to USB sticks.
- It is required that there be exporting in a proprietary format for authenticity of video to be used in a court of law, the necessary codecs, without additional cost, must be legally capable of being distributed to third parties for review of exported video.
- The exported video shall be of evidentiary quality. This would include acceptable digital time-date and forensic level hashing to prove the video was not altered.

Vendor Assumptions and Requirements

- Install all low voltage cabling and connectivity connections required by surveillance system to include wireless transmissions from cameras to recorder.
- Testing of the wireless and wired network on the camera network and client network shall be conducted and verified by vendor. Minimum packet speed from camera to server(s) shall not exceed 6 ms. Minimum packet speed from server(s) to client work stations shall not exceed 10 ms.
- All camera installation, configuration, setup, program and related work shall be performed by authorized integrators/electronic Technicians certified by the manufacturer.
- Install all line voltage cabling and connections required for project unless otherwise indicated by the New Bedford Police Department.
- Provide Shop drawings as needed during implementation.
- Provide As-Built Drawings showing logical system design and cable diagrams for future facility reference.
- As required, Vendor will coordinate efforts with other related trades.
- Any fire rated plywood (if required) on which panel and power supply equipment will be installed will be supplied and installed by the Vendor.
- All cabling shall be permanently tagged/labeled with purpose and location on each end of the cables.
- Provide new and working equipment. No refurbished or reutilized components.
- Provide all labor and parts needed to assemble the specified surveillance systems. (i.e. racks, cabling, mounting hardware, etc).
- Complete all work in a timely manner and carried out with professional workmanship.
- Follow all local, regional, and national codes for installation of the camera system.
- Provide identity and contact information of the Project Manager who will act as a single point of contact for all activities regarding this project.
• Provide training on all equipment and software per performance testing standards outlined in this document.
• Vendor shall be responsible for the configuration of the required networking equipment with the assistance of the New Bedford Police Department IT Department.

Vendor Administrative Requirements

• All installation, configuration, setup, program and related work shall be performed by authorized manufacturer integrators/electronic technicians certified by manufacturer in writing.
• Certification for authorized integrators/electronic technicians shall include at a minimum the installation and service of the surveillance system equipment provided.
• Submit confirmation that installer has received manufacturer training and is certified by manufacturer on this equipment and that the training the installer received is current.
• Submit confirmation that the vendor is licensed to install surveillance security equipment as required by the authority having jurisdiction.
• Coordinate with the New Bedford Police Department regarding network configuration and estimated bandwidth utilization prior to connection of cameras to owner’s network.
• It is the duty of the vendor to provide a working system. Any omissions or errors or differences between this document and the Vendor’s submitted bid shall be clearly outlined in a separate document labeled “Proposal Deltas”.
• Submit confirmation and details of Avigilon or equal warranty, extended warranty and replacement policies.

Contractor Installation Requirements

• All equipment shall be tested and configured in accordance with instructions provided by the manufacturer prior to installation.
• All firmware found in products shall be the latest and most up-to-date provided by the manufacturer or a version as specified by manufacturer, the provider of the surveillance system.
• All equipment requiring users to log on using a password shall be configured with the user/site-specific password/passwords. No system/product default passwords shall be allowed.
• The vendor shall review configurable features of the system with the New Bedford Police Department and establish a punch list for standards, device specifics, location specific and VMA/NVR specific configuration of device(s). The Vendor shall install, program and configure devices in accordance with this punch list and such that no additional programming is required for operation by the New Bedford Police Department after close out activities have ended.
• All LAN/WAN connectivity required to make the system operational must be in place and tested a minimum of two weeks prior to any identified or committed completion date.

New Bedford Police Department Requirements

• Provide a security project manager to act as a single point of contact for vendor during the full implementation of the Security System.
• Provide assistance with defining operational modes of the system and any information needed by the vendor for the initial programming of the system.
• Provide timely return of information or sign-offs needed by the Vendor during the implementation.
• Perform necessary internal network configurations to accommodate the install.
• Provide floor plans of building in the projects.
• Provide proposed camera locations during the walk-through.
• Provide high voltage electrical information.
• Provide internal IT worker(s) assistance to vendors for collaboration of the install efforts to enable a smooth transition.
• All remote sites must have an ISP upload and download speed of no less than 20Mb/sec dedicated to the surveillance system. The Vendor is not responsible for WAN performance issues pertaining to the surveillance system.
• If using existing network for the communication of database, controllers and client workstation transmissions, it is the responsibility of the New Bedford Police Department IT Department to open necessary ports between subnets and networks to ensure connectivity.
Closeout Activities

- Demonstrate the administration and operation of the Surveillance system as described within this section.
- Demonstrate how to authorize users and applications to operate and configure installed systems.
- Demonstrate how an authorized user can gain access to and make changes to configuration.
- Demonstrate how to operate the functionality configured for this project as defined by the scope of work.
- Perform field software changes after the initial programming session to “fine tune” operating parameters and sequence of operations based on any revisions to the Owner’s operating requirements.
- Software, hardware, firmware, operational or administrative licenses necessary for to operate or administer the devices shall be registered to the New Bedford Police Department.
- Install all software, hardware, firmware, operational or administrative licenses necessary for to operate or administer the system.
- Using the manufacturer’s backup software tool or the VMA/NVR, perform a full system back-up at completion of initial programming.
- Deliver the configuration backup files, restoration application and instructions detailing for the restoration of back-up configuration.
- Upon completion of all work, and after receipt of all appropriate marked up As Built Drawings, Operating Manuals, Warranties, Guarantees, and Spare Parts required by the Contract Documents, New Bedford Police Department shall prepare the Certificate of Final Completion.
- The Contractor’s signature on this Certificate shall be notarized
  The Contractor shall provide a final Application for Payment to complement the close-out process.

Warranty and Maintenance

- The Contractor shall warranty the entire system for a period of 1-year following successful completion of a 30 day Trial Period Test. Any deficiencies reported to the Contractor by the Owner during the Trial Period Test shall be corrected within 72 hours of the time it is reported without cost and to the satisfaction of the Owner. In the event this is not accomplished, the Trial Period Test shall be started again.
- Replace all defective components as required.
- Perform annual preventive maintenance as required by this document.
- At the end of the warranty period, the Contractor shall provide detailed documentation of service and maintenance performed on the system from the date of acceptance. Documentation shall include Owner signed service slips with a description of symptoms, diagnoses and subsequent actions taken. Recommended changes in routine preventive maintenance procedures shall also be included.
- All warranty, maintenance, and service periods shall commence on the date that the Trial Period Test is completed and the Owner provides a written final acceptance of the system except that, if it is discovered after said date that certain work or materials were not in fact in conformance with the requirements of the Contract Documents, the applicable period of warranty for defective components or software shall recommence from the completion of all remedial work required.
- The Contractor shall warranty that all workmanship shall be serviceable and shall perform dependably for a period of at least one year. Such warranty is in addition to and independent of any guarantee and warranties of suppliers or manufacturers.

Preventative Maintenance and Service

- The Contractor shall conduct annual preventive maintenance on the entire system in accordance with the manufacturers’ recommendations during the warranty period for the first year.
- The software shall be similarly covered with a software maintenance agreement. Under this agreement, the Contractor shall be responsible for updating all software as the manufacturer’s release major revisions and patches, inclusive of the labor required to install these updates. The pricing for this software maintenance agreement shall be included in the cost of the warranty and/or maintenance agreement.
• The Contractor shall be responsible for maintaining all systems in good, efficient operating condition and shall supply all labor and parts that are necessary to repair the system. Equipment failure shall be reported to the Contractor during the normal workday by the Owner or its authorized representative. Each service call shall be recorded and a copy furnished to the Owner filing in the maintenance logbook.

• Following the conclusion of the warranty, the Owner may elect to enter into a maintenance agreement with the Contractor. The Contractor shall provide pricing for repair and maintenance of the system for the four (4) years following expiration of the original warranty. This pricing shall include parts and labor 24 hour per day, holidays included. The maintenance agreement shall provide the same level of coverage as the warranty, including an annual preventative maintenance. All updates, parts and labor shall be covered under this agreement at no additional cost to the owner beyond the annual cost of the maintenance agreement.
CITY OF NEW BEDFORD
BID PRICE SHEET

The undersigned propose to furnish the goods/services required per bid specifications to the City of New Bedford for the amount listed below

Bid Amount $__________________________ (numerical)

Bid Amount ____________________________________________________________ (words)

Price for (1) 16 MP Avigilon Camera (or equal) $_________ x 14 Cameras = $______________

Price for (1) PTZ Avigilon Camera (or equal) $_________ x 2 Cameras = $______________

Labor Costs $_________ per hour x _____________ hours = $______________

Name of Vendor: ______________________________________________________

Address: _____________________________________________________________

Tel: (________) ___________________

City/State/Zip: _______________________________________________________

Fax: (________) ___________________

By: ________________________________________________________________

(Date or Print Name of Person Signing Quotation and Title)

______________________________________________

(Signature)

6/1/18
I HEREBY CERTIFY THAT I HAVE RECEIVED THE FOLLOWING ADDENDUM

ADDENDUM #'

__________________________________________

Person submitting bid

__________________________________________

Company Name

Please include this form with your bid if applicable.
INSURANCE REQUIREMENTS
Contractor Name

Insurance and Indemnification

This agreement becomes part of the contract for which the contractor is performing services to City of New Bedford.

A. Contractor shall maintain workers compensation, general liability, automobile, professional liability and umbrella insurance for the minimum amount required by the contract that this contractor applies to or as outlined below, whichever limits and coverages are higher. Insurance coverages and certificates shall be provided and include the City of New Bedford as an additional insured, on a primary and non-contributory basis, on all liability policies.

B. Minimum required insurance limits (coverage on an occurrence basis):
   Commercial General Liability
   • $2,000,000 Products/Completed Operations Aggregate
   • $2,000,000 General Aggregate
   • $1,000,000 Any One Occurrence (coverage A)
   • $1,000,000 Any One Person or Organization (Coverage B)

   Automobile Liability (Comprehensive Coverage)
   • $1,000,000 Each Accident

   Commercial Excess Liability ("Umbrella")
   • $1,000,000 Products/Completed Operations Aggregate
   • $1,000,000 General Aggregate
   • $1,000,000 Any One Occurrence (coverage A)
   • $1,000,000 Any One Person or Organization (Coverage B)

   Employers Liability (Coverage “B” on the Workers Compensation Policy)
   • $ 500,000 Each Accident
   • $ 500,000 Each Employee for Injury by Disease
   • $ 500,000 Aggregate for Injury by Disease

   Professional Liability
   • $2,000,000 General Aggregate
   • $1,000,000 Any One Occurrence

C. Any contractor who does not carry worker’s compensation insurance coverage to protect himself personally from work-related injuries hereby fully releases, holds harmless, and indemnifies the City of New Bedford from any injuries that may occur to the contractor himself during the course of this contract. In no way does this provision affect the absolute duty of every contractor to provide workers’ compensation insurance coverage to each and every one of his employees and himself according to the provisions of this Agreement and all applicable state and federal laws.

6/1/18
D. To the fullest extent permitted by law, the contractor hereby acknowledges and agrees that it shall indemnify, hold harmless and defend the City of New Bedford, the Owner, and any of the officers, directors, employees, agents, affiliates, subsidiaries and partners from and against all claims, damages, losses and expenses, including but not limited to, attorney’s fees, arising out of or resulting from the performance of the Contractor’s Work under this contract, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death or injury to or destruction of tangible property (other than to the Work itself) including loss of use resulting there from, and (2) is caused in whole or in part by any acts or omissions of the contractor, its employees, agents or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable.

E. All Insurance Certificates must contain a clause indicating that certificate holders be given a minimum of 30 days written notice prior to the cancellation of contractors insurance. Contractor must furnish the certificate referred to above as an express condition precedent to the Contractor’s duty to make any progress payments to contractor pursuant to this Agreement.

F. The contractor hereby acknowledges its obligation under the forgoing paragraph to indemnify the City of New Bedford against judgments suffered because of the contractor’s work and to assume the cost of defending the City of New Bedford against claims as described in the forgoing paragraph.
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
CITY OF NEW BEDFORD
MASSACHUSETTS

VOTE OF CORPORATION AUTHORIZING
EXECUTION OF CORPORATE AGREEMENTS

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

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

ATTEST:

__________________________________________
Name (printed)

__________________________________________ (Affix Corporate Seal)
Signature

Title ___________________________ Date __________________________
CONTRACTOR CERTIFICATION

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

Contractor Authorized Signature

Printed Name

Date

Title________________________ Telephone:________________________

Fax:________________________ Email:________________________
Camera Installation Locations
Here is a list of the camera locations for Phase II:

1) Cedar & Middle Street  also known as (Magnum Park) Shooting North
2) Acushnet Ave.  (Monty’s Park)
3) Russell Street  Shooting South
4) Acushnet Ave. & Wing Street
5) Rivet & S. Second Street Shooting West
6) Ruth & Salisbury Shooting East
7) Ruth & Roosevelt Shooting West
8) Roosevelt  further down with a PTZ
9) McGurk & Ruth  shooting North  with a PTZ
10) Brock Ave.  Shooting in a Westerly Direction
11) County St & Division Shooting North
12) Rivet & Bonnet Street Shooting West
13) Acushnet Ave. & Beetle Street Shooting South
14) Acushnet Ave. & Coffin Street Shooting South
15) Ashley & Sawyer Shooting North
16) Ashley & Holly Shooting North
Camera Specifications
## Equipment Schedule and Design Parameters

### Camera

<table>
<thead>
<tr>
<th>QTY</th>
<th>MODEL NAME</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>2.0C-H4PTZ-DP30</td>
<td>2.0 Megapixel (1080p) WDR Day/Night, 30x, Pendant Dome, Self-learning analytics</td>
</tr>
<tr>
<td>14</td>
<td>16L-H4PRO-B</td>
<td>5K (16 MP) H.264 HD Pro with LightCatcher Technology</td>
</tr>
</tbody>
</table>

### Storage

<table>
<thead>
<tr>
<th>QTY</th>
<th>MODEL NAME</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>16</td>
<td>VMA-RPO-4P4-NA</td>
<td>ACC ES HD Recorder 4-port 4TB, PRO-NA</td>
</tr>
</tbody>
</table>

### Accessories

<table>
<thead>
<tr>
<th>QTY</th>
<th>MODEL NAME</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>CM-MT-WALL1</td>
<td>Pendant wall arm for H4 Fisheye (needs H4F-MT-NPTA1), H4SL (needs H4SL-MT-NPTA1), H4 PTZ or H3-xMI-DP-B cameras.</td>
</tr>
<tr>
<td>14</td>
<td>ES-HD-HWS-LG</td>
<td>Large Format Enclosure for Avigilon HD IP Professional Cameras with 12VDC/24VAC Heater, Wall Bracket and Sunshield. Maximum combined camera and lens length is 12.8&quot; (32.5 cm).</td>
</tr>
<tr>
<td>14</td>
<td>LEF247028TA</td>
<td>Tamron 24-70, f/2.8, Auto-Iris, Vari Focal</td>
</tr>
</tbody>
</table>

### HDSM Smart Cameras

<table>
<thead>
<tr>
<th>NAME</th>
<th>MODEL</th>
<th>STORAGE</th>
<th>QTY</th>
<th>LENS</th>
<th>FL. (MM)</th>
<th>IPS</th>
<th>DUTY CYCLE</th>
<th>COMPRESSION</th>
<th>BITRATE</th>
<th>HDSM SMARTCODEC</th>
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</thead>
<tbody>
<tr>
<td>16MP Cameras</td>
<td>16L-H4PRO-B</td>
<td>Storage 1</td>
<td>14</td>
<td>LEF247028TA - Tamron, 24-70mm, f/2.8, Auto-Iris, Vari Focal</td>
<td>66.9</td>
<td>5</td>
<td>24</td>
<td>Quality 6</td>
<td>36.00 Mbps</td>
<td>✓ Low 1</td>
</tr>
<tr>
<td>2MP PTZ</td>
<td>2.0C-H4PTZ-DP30</td>
<td>Storage 1</td>
<td>2</td>
<td>Built-In Lens, 4.3-129 mm, f/1.6-f/4.7</td>
<td>5.7</td>
<td>5</td>
<td>24</td>
<td>Quality 6</td>
<td>12.00 Mbps</td>
<td>✓ Low 1</td>
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</table>

### Scene Details

<table>
<thead>
<tr>
<th>NAME</th>
<th>MOUNTING HEIGHT (FT)</th>
<th>TARGET HEIGHT (FT)</th>
<th>TARGET DISTANCE (FT)</th>
<th>SCENE WIDTH (FT)</th>
<th>MOUNTING ANGLE</th>
<th>MAXIMUM DISTANCE (FT)</th>
<th>PX/FT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Camera Type 1</td>
<td>15</td>
<td>6</td>
<td>200</td>
<td>70</td>
<td>80.8</td>
<td>333.3</td>
<td>70.6</td>
</tr>
<tr>
<td>Camera Type 2</td>
<td>15</td>
<td>6</td>
<td>16.5</td>
<td>16.8</td>
<td>46.8</td>
<td>27.5</td>
<td>114</td>
</tr>
</tbody>
</table>
SECTION 28 23 00

Video Management System

1.1 DIGITAL APPLIANCE FOR VIDEO SURVEILLANCE

A. Manufacturers
   1. Manufacturer List
      a. Avigilon ACC ES Analytics Appliance
      b. Design based on the ACC ES Analytics Appliance
   2. Product Options
      a. VMA-RPO-4P4 — 4.0 TB storage, ACC ES Analytics Appliance

B. Description
   1. Summary
      a. A Linux based appliance with video analytic and video recording capabilities. Features four PoE ports for device connections, and two network ports for communication.
      b. A complete unit with the following components:
         1. Network video recorder server
         2. PoE Plus switch
         3. Video input
         4. Two separate network ports
         5. External input / output terminals
         6. Avigilon Control Center software
         7. Avigilon video analytics service
   2. Features
      a. Video streaming and system configuration performed through the ACC Client software.
      d. Contain a built-in web interface for system administration, including but not limited to the following settings:
         1. Provide network port and system status
         2. Network configuration for all uplinks
         3. Remote reboot
         4. Firmware upgrade
         5. PoE output management

C. Performance
   1. Operating system
      a. Linux based
      b. No direct access to the OS functions
      c. Manufacturer certifies that the OS will operate normally
   2. RAM
      a. 4 GB DDR3
   3. Hard drive
      a. SATA 6 Gb/s storage interface
      b. 2 TB model:
         1. 1 x 2 TB hard drive
         2. 1 x 2.5" Serial ATA hard drive
      c. 4 TB model:
         1. 2 x 2 TB hard drives
         2. 2 x 2.5" Serial ATA hard drive
   4. Support both fixed (static) IP addresses and dynamically assigned IP addresses provided by a DHCP server.
   5. Camera channel support
a. 4 x direct camera connection channels, or up to 4 x Avigilon H.264 Analog Video Encoders

6. Video recording rate
   a. 80 Mbps

7. Video streaming rate
   a. 50 Mbps

8. Network
   a. Network
      1. 100BASE-TX
   b. Cabling Type
      1. CAT5 or better
   c. Connector
      1. RJ-45
   d. Network protocols
      1. IPv4
      2. HTTP
      3. HTTPS
      4. SOAP
      5. DNS
      6. NTP
      7. RTSP
      8. RTCP
      9. RTP
     10. TCP
     11. UDP
     12. IGMP
     13. ICMP
     14. DHCP
     15. Zeroconf
     16. ARP
   e. Video streaming protocols
      1. RTP/UDP
      2. RTP/UDP multicast
      3. RTP/RTSP/TCP
      4. RTP/RTSP/HTTP/TCP
      5. RTP/RTSP/HTTPS/TCP
      6. HTTP

9. Environmental
   a. Operating temperature
      1. 0°C to 50°C (32°F to 122°F)
   b. Storage temperature
      1. -40°C to 70°C (-40°F to 158°F)
   c. Humidity
      1. 10 - 90% Relative humidity (non-condensing)

D. Materials
   1. Mechanical
      a. Network
         1. RJ-45
         a. 2 x 10/100/1000 Mbps RJ-45
         b. Operate at full duplex
      b. Embedded PoE Plus switch
1. 4 x 10/100 (IEEE 802.3at)
2. Operate at full or half duplex
3. Independent operation from the appliance CPU
c. External inputs and outputs
   1. 4 digital inputs
   2. 2 relay outputs
d. Form factor
   1. Small form factor, wall mount or shelf / desktop
e. Dimensions (L x W x H)
   1. 239.5 mm x 169.4 mm x 44 mm; 9.43" x 6.67" x 1.73"
f. Weight
   1. 3.39 kg (including power supply, mounting bracket and all packaging)
g. Provide firmware reset button to reset the network video recorder component to the factory default settings.

2. Electrical
   a. PoE
      1. Supports PoE Plus on a per port basis
      2. Total PoE output
         a. 60 W
   b. Power input
      1. 48-54 V, 1.88-1.67 A
c. Power supply
   1. Single non-redundant
d. Power consumption
   1. 20 W min.; 90 W max.

1.1 ACCESSORIES

A. VMA-RPX-4PRMS1U — ES Rack Mount
B. ENC-4P-H264 — 4-Port H.264 Video Encoder with 4 Audio Inputs and 4 Audio Outputs
1.2. ULTRA-HIGH MEGAPIXEL NETWORK CAMERAS 16MP

A. Manufacturers
   1. Avigilon Fixed Position Box-Type Network Camera
      a. Avigilon Ultra-High Megapixel H.264 HD PRO Series Camera
      b. Avigilon LightCatcher Day/Night IP Box-Type, no other manufacturers accepted

B. Performance
   1. Video
      a. The camera shall be capable of simultaneously delivering at least three individual video streams, for use when connecting to the Video Management Software for recording and live viewing.
      b. The camera(s) primary stream shall support the video resolution and aspect ratio prescribed in the scope of work and be capable of generating the following image rates (in frames per second-fps) regardless of the complexity of the scene:
         1) 16.0 Megapixel Camera
            a) (16MP) 4944x3280 @ 5fps
      c. The device shall support HDSM-High Definition Stream Management / Dynamic Bandwidth Management by generating a secondary and tertiary stream at fractional resolutions, from the primary stream and dependent on the primary stream for frame rate and aspect ratio.
   2. The camera shall be capable of being powered by the following power sources:
      a. PoE: up to IEEE 802.3af Class 3 PoE Compliant
      b. 24 VAC +/-10%
      c. 12 VDC +/-10%

3. The camera power consumption shall be:
   a. Not to exceed 10 W

4. Based on Design Criteria, the camera shall be connected to power through:
   a. Ethernet connection with IEEE 802.3af Class 3 PoE power
   b. 2-pin connector with external power

5. The camera shall operate in the following environment:
   1) Operate in a temperature range of -10\(^\circ\) C to +50\(^\circ\) C (14\(^\circ\) F to +122\(^\circ\) F)
   2) Operate in a humidity range of 20–80% RH (non-condensing)
   3) Be stored in a temperature range of -10\(^\circ\) C to +70\(^\circ\) C (14\(^\circ\) F to +158\(^\circ\) F)

C. Assembly
1. IP Fixed Camera
   a. Model “16L-H4PRO-B” – 16 Megapixel H.264 Pro Color Camera with LightCatcher Technology

D. Accessories
1. The camera shall be supplied with the following accessories as identified:
   a. ES-HD-HWS-LG – Outdoor, weatherproof large enclosure with heater
1.3 PTZ NETWORK DOME TYPE CAMERA

A. Manufacturers
   1. Manufacturer List
      a. 2.0C-H4PTZ-DP30 — 2.0 MP 30x H4 PTZ Dome Camera with pendant mount

B. Description
   1. Summary
      a. IP network dome type camera that streams video using H.264 and motion JPEG compression methods.
      b. Be a complete unit with the following components:
         1. Mechanical pan-tilt-zoom
         2. MicroSD onboard storage
         3. Audio input/output
         4. Video output
         5. External I/O terminal
   2. Features
      a. Avigilon LightCatcher technology for improved low light image quality
      b. Avigilon High Definition Stream Management
      c. Avigilon HDSDM SmartCodec technology to reduce bandwidth and storage usage.
         a. Idle scene mode
      d. Self-learning video analytics
      e. Advanced video pattern detection
      f. Teach by Example technology
      h. True wide dynamic range
      i. Vandal and weather resistant housing
      j. Capable of transmitting multiple video streams:
         1. Primary stream — supports up to full resolution and prescribed frame rate.
         2. Secondary stream — support fractional resolution and mirror the frame rate and aspect ratio of the primary stream.
      k. Built-in web interface for video and camera configuration.

C. Performance
   1. Image Performance
      a. Image Sensor
         1. WDR 1/2.8" progressive scan CMOS
      b. Active Pixels (H x V)
         1. 2.0 MP model — 1920 (H) x 1080 (V)
      c. Imaging Area (H x V)
         1. 4.8 mm (H) x 2.7 mm (V); 0.189” (H) x 0.106” (V)
      d. Imaging Rate
         1. Up to 60 fps
      e. Minimum Illumination
         1. 0.1 lux (F/1.6) in color mode; 0.03 lux (F/1.6) in monochrome mode
      f. Dynamic Range
         1. 120+ dB
      g. (Aspect Ratio) Resolution Scaling
         1. Down to (16:9) 384x216 or (5:4) 320x256
h. Bandwidth Management
   1. HDSM SmartCodec
      a. Separates foreground objects and background areas then reduces bandwidth by increasing compression to background areas.
      b. Automatically switches to idle scene mode when there are no motion events detected.
   2. Idle scene mode
      a. The option to record video at a different frame rate and quality if there are no motion events detected in the scene.

2. Electrical
   a. Power Consumption
      1. Pendant model
         a. 57 W max with external power (24 V DC) or 60 W PoE
         b. 25.5 W max with PoE+
         c. 80 VA with 24 V AC power
   b. Power Source
      1. Pendant model
         a. V DC: 24 V +/- 10%
         b. V AC: 24 Vrms +/- 10%, 50 or 60Hz
         c. IEEE 802.3at Class 4 PoE+
         d. 60 W PoE (POE-INJ2-60W)

ACCESSORIES

A. CM-MT-WALL1 — Pendant wall mount
B. H4-MT-POLE1 — Pole Mounting Bracket
Sample Contract
CITY OF NEW BEDFORD, MASSACHUSETTS
Goods and Services Contract

DATE:

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

[“Contractor”]

[Address of the Contractor]

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

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

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

3. Payment will be made as follows:

   3.1 Pursuant to invoice in accordance with Article 24 hereof.

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

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

4. Definitions:

   4.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the City. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the City to insure that the goods or services are complete and are as specified in the Contract.
4.2 **Contract Documents:** All documents relative to the Contract including (where used) Requests for Proposals and Invitations for Bids and all attachments thereto, Instructions to Bidders, Proposal Forms, General Conditions, Supplementary General Conditions, General Specifications, other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period, and Contractor's Response to the Request for Proposals or Invitation for Bids. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

4.3 **The Contractor:** The "other party" to any Contract with the City. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.

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

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

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

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

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

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

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

6. **Subject to Appropriation:**

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

7. **Permits and Approvals:**

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

8.1 **Without Cause.** The City may terminate this Contract on seven (7) calendar days notice when in the City’s sole discretion it determines it is in the best interests of the City to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 **For Cause.** If the Contractor is determined by the City to be in default of any term or condition of this Contract, the City may terminate the Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 **Default.** The following shall constitute events of a default under the Contract:

1) any material misrepresentation made by the Contractor to the City; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor’s reasonable control; (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor’s reasonable control; (iii) failure to perform this Contract in a manner reasonably satisfactory to the City; (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the City as unsatisfactory, or erroneous; (v) discontinuance of the services for reasons not beyond the Contractor’s reasonable control; (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination; (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract; and (viii) failure to comply with any and all requirements of federal or state law and/or regulation or City Ordinance and/or regulations.

9. **Suspension or Delay:**

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

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

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

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

11. Statutory Compliance:

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


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

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

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

12. Conflict of Interest:

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

13. Certification of Tax Compliance:

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

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

15. **Assignment:**

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

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

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

17. **Corporate Contractor:**

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

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

18. **Liability of Public Officials:**

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

19. **Indemnification:**

The Contractor shall indemnify, defend and save harmless the City, its officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys’ fees) that may arise in whole or in part out of or in connection with the work to be performed under this Contract, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly
employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the City for damage to the City’s property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the City’s gross negligence or willful misconduct.

In any and all claims against the City, its officers, agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen’s Compensation Acts, disability benefit acts, or other employee benefit acts.

The foregoing provisions shall not be deemed to be released, waived, limited, or modified in any respect by reason of any surety or insurance provided by the Contractor under this Contract.

20. Insurance:

20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker’s Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the City for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

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

20.2 Other Insurance Requirements:

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

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

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

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

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

21. Documents, Materials, Etc:

   Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this
   Contract are to be kept confidential and shall not be made available to any individual or organization by the
   Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the
   City, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the
   General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and
   regulations relating to confidentiality, security, privacy and use of confidential data.

   Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the
   City, in the United States or any other country. The City shall have unrestricted authority to, without payment
   of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and
   otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared
   under this Contract.

   All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for
   by the City shall vest in the City at the termination of this Contract. The Contractor shall at all times, during or
   after termination of this Contract, obtain the prior written approval of the City before making any statement to
   the press or issues any material for publication through any medium bearing on the work performed or data
   collected under this Contract.

22. Independent Contractor:

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

At any time during normal business hours, and as often as the City may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcripts, all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

24. Payment:

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

25. Waiver and Amendment:

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

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

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

26. Severability:

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

27. Forum and Choice of Law:

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

28. Notices:

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

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

30. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated
agreement between the parties with respect to the matters described. This Contract supersedes all prior
agreements, negotiations and representations, written or oral, and shall not be modified or amended except
by a written document duly executed by the parties hereto.

IN WITNESS WHEREOF the parties hereto have set their hands and executed this as an instrument under seal
this the day and year first above written.

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

<table>
<thead>
<tr>
<th>By: Robert Ekstrom</th>
<th>DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title: City Auditor</td>
<td>By:</td>
</tr>
<tr>
<td></td>
<td>Title:</td>
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APPROVED as to Form and Legality

<table>
<thead>
<tr>
<th>By: Shannon Shreve</th>
<th>PURCHASING DEPARTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title: Procurement and Compliance Attorney</td>
<td>By: Susan Bruce</td>
</tr>
<tr>
<td></td>
<td>Title: Director of Purchasing</td>
</tr>
</tbody>
</table>

Chief Financial Officer

Ari Sky