

INVITATION FOR BID
CITY OF NEW BEDFORD
PURCHASING DEPARTMENT

CEMENT BURIAL BOXES

(M.G.L. Ch. 30B)



INVITATION FOR BID # 19434007

May 21, 2018

Jonathan F. Mitchell
Mayor

Purchasing Department
133 William St, Room 208
New Bedford, MA 02740



**CITY OF NEW BEDFORD
MASSACHUSETTS
Advertisement
Cement Burial Boxes
Invitation for Bids # 19434007**

The City of New Bedford, Purchasing Department, through its Department of Public Infrastructure is soliciting Invitation for Bids for **The Supply and Deliver Cement Burial Boxes** for the City of New Bedford.

Sealed responses 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.

**Bids will be opened
June 11, 2018 at
11:00 A.M. Prevailing Time**

Contract Documents, including the Information for Bidders, Form of Bid, Form of Contract, Specifications, and other Contract Documents, may be obtained by emailing purchasing@newbedford-ma.gov on or after Monday, May 21, 2018 by 9:00 AM, Monday thru Friday – 8:30 AM – 4:00 PM.

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

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

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

The Vendor **must** furnish a Non-Collusion Form and Statement of Taxes, with their Bid. Responses **must** include **ALL DOCUMENTS** required by the Invitation for Bid. The Awarding Authority reserves the right to waive any informality, reject any or all bids, or accept other than the lowest proposed rates.

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



City Of New Bedford Purchasing Department INVITATION FOR BID # 191434007

The City of New Bedford invites sealed bids in accordance with M.G.L. c.30B from Contractors for:

Cement Burial Boxes

Bids will be received until: **Monday, June 11, 2018 at 11:00 a.m.** at the Purchasing Department, Room 208, New Bedford City Hall, 133 William Street, New Bedford, MA 02740. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available online at the City's website: www.newbedford-ma.gov/purchasing or by emailing purchasing@newbedford-ma.gov after 9:00 a.m., May 21, 2018.

Award will be made to the lowest, responsible and responsive bidder for services based on the **Unit Price** as set forth in Bid Form. Any bidder not providing prices for all line items therein may be deemed unresponsive and therefore rejected. Provision of services is required to start upon the execution of this contract.

All bids shall be submitted as one (1) ORIGINAL and one (1) COPY.

All City of New Bedford bids are available on the City's website, www.newbedford-ma.gov/purchasing. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online with the original bid documents. If you download bids from the internet site and would like to make it known that your company has done so, you may email purchasing@newbedford-ma.gov with your NAME, ADDRESS, PHONE, AND EMAIL ADDRESS. Please reference the INVITATION FOR BID NUMBER 19434007.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the City of New Bedford purchasing, at least two business days in advance of the meeting: purchasing@newbedford-ma.gov or 508-979-1433.

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:

Bid Documents Available:	Monday, May 21, 2018
Questions Due:	Monday, May 28, 2018 by 12:00 pm
Questions Answered:	Monday, June 04, 2018 at 1:00 pm
Bids Due:	Monday, June 11, 2018 at 11:00 am

CITY OF NEW BEDFORD

CEMENT BURIAL BOXES

SPECIFICATIONS

SCOPE

The Scope of Services includes supplying and delivering cement burial boxes as described herein for the period commencing on the **day of contract execution and extending through June 30, 2019. The City, at its sole discretion, shall have the option to extend the contract for two (2) additional one (1) year terms.**

DELIVERY

All deliveries must be made within 24 hours of notification, as agreed to by the Vendor and the City, with delivery being made between 8:00 a.m. & 3:00 p.m. Deliveries shall be made to the locations listed below.

Pine Grove Cemetery

1100 Ashley Boulevard, New Bedford, MA 02745.

Rural Cemetery

149 Dartmouth Street, New Bedford, MA 02745

INVOICING / PAYMENT

Payment shall be made upon approval of a monthly invoice (in triplicate) for service rendered. Delivery slips must be attached to each invoice.

Invoices for:

New Bedford Department of Public Infrastructure
Attn: Accounts Receivable
1105 Shawmut Avenue
New Bedford, MA 02746

END OF SECTION

**CITY OF NEW BEDFORD
DEPARTMENT OF PURCHASING**

BID FORM # 19434007

- A. The undersigned proposes to supply and deliver the materials and/or equipment and/or supplies specified below in full accordance with the Contracts Documents and Project Manual supplied by the City of New Bedford entitled:

CEMENT BURIAL BOXES

for the contract price(s) specified below, subject to additions and deductions according to the terms of the specifications.

- B. This bid includes addenda number(s) ____, ____, ____, ____
- C. The Bidder proposes to furnish and deliver the materials specified at the following price(s):

Please provide a fixed fee for the supply, cleaning, repair, pick-up, and delivery of uniforms in accordance with the specifications within. Prices must reflect all costs related to the specifications of this contract.

- D. The undersigned has completed and submits herewith the following documents:
- Signed Bid Form, 3 pages
 - Bidder's Qualifications and References Form, 2 pages
 - Certificate of Non-Collusion and Tax Compliance Form, 1 page
 - Debarment Letter, 1 page
- E. The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of New Bedford, execute a contract in accordance with the terms of this bid and that's/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. 30B.

The undersigned certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulations promulgated thereunder.

Date_____

(Name of General Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State, Zip)

(Telephone) (Email)

CITY OF NEW BEDFORD

VI. BID PRICING SHEET --Year One, July 1, 2018- June 30, 2019

You may use additional sheet(s) if necessary

A	B	C	D
Description of Box(es) <i>(this may be documented on an attached sheet if necessary)</i>	Full Construction of the Boxes <i>(this may be documented on an attached sheet if necessary)</i>	Variety of Box Sizes	Unit Price per Box
		30" Std size	
		18"	
		22"	
		24"	
		28"	
		29"	
		32"	
		34"	
		36"	

Bidders must fill in all blank – spaces

No. of Notification Days Needed Prior to Delivery: _____

Name of Bidder: _____

Address: _____

Tel: () _____

City/State/Zip: _____

Fax: () _____

By: _____

Date: _____

(Type or Print Name of Person Signing Bid and Title)

(Signature)

CITY OF NEW BEDFORD

VI. BID PRICING SHEET --Year Two, July 1, 2019- June 30, 2020

You may use additional sheet(s) if necessary

A	B	C	D
Description of Box(es) <i>(this may be documented on an attached sheet if necessary)</i>	Full Construction of the Boxes <i>(this may be documented on an attached sheet if necessary)</i>	Variety of Box Sizes	Unit Price per Box
		30" Std size	
		18"	
		22"	
		24"	
		28"	
		29"	
		32"	
		34"	
		36"	

Bidders must fill in all blank – spaces

No. of Notification Days Needed Prior to Delivery: _____

Name of Bidder: _____

Address: _____

Tel: () _____

City/State/Zip: _____

Fax: () _____

By: _____

Date: _____

(Type or Print Name of Person Signing Bid and Title)

(Signature)

CITY OF NEW BEDFORD

VI. BID PRICING SHEET --Year Three, July 1, 2020- June 30, 2021

You may use additional sheet(s) if necessary

A	B	C	D
Description of Box(es) <i>(this may be documented on an attached sheet if necessary)</i>	Full Construction of the Boxes <i>(this may be documented on an attached sheet if necessary)</i>	Variety of Box Sizes	Unit Price per Box
		30" Std size	
		18"	
		22"	
		24"	
		28"	
		29"	
		32"	
		34"	
		36"	

Bidders must fill in all blank – spaces

No. of Notification Days Needed Prior to Delivery: _____

Name of Bidder: _____

Address: _____

Tel: () _____

City/State/Zip: _____

Fax: () _____

By: _____

Date: _____

(Type or Print Name of Person Signing Bid and Title)

(Signature)

END OF SECTION

**CITY OF NEW BEDFORD
DEPARTMENT OF PURCHASING**

INSTRUCTIONS TO BIDDERS

Article 1 – BIDDER’S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the “Bidder”) by making a bid (hereinafter called “bid”) represents that:
1. The Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (Collectively, referred to as the “Contract Documents”) and the bid is made in accordance therewith.
 2. The Bidder is familiar with the local conditions under which the services are to be provided.
- 1.2 Failure to so examine the Contract Documents will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 – REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the Director of Purchasing, at purchasing@newbedford-ma.gov. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Document. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.
- 2.5 Copies of addenda will be made available for inspection online www.purchasing@newbedford-ma.gov/purchasing.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding this IFB outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newbedford-ma.gov, it shall be placed on the bidder’s list. Bidders must provide the Purchasing Department with their company’s name, street address, city, state, zip, email address and INVITATION FOR BID # 19434007.

ARTICLE 3- 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:

Bid Documents Available:	Monday, May 21, 2018
Questions Due:	Monday, May 28, 2018 by 12:00 pm
Questions Answered:	Monday, June 04, 2018 at 1:00 pm
Bids Due:	Monday, June 11, 2018 at 11:00 am

ARTICLE 4 – PREPARATIONS AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the Bid Form attached.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 The Bid shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- GENERAL BID FOR: # 19434007
 - NAME OF PROJECT: **Cement Burial Boxes**
 - BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.5 Date and time for receipt of bids is set forth in the IFB.
- 4.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that New Bedford City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the New Bedford City Hall and the Purchasing Department are open.
- 4.7 Bids shall be submitted with one (1) **original** and one (1) **copy**.

ARTICLE 5 – WITHDRAWAL OF BIDS

- 5.1 Any bid may be withdrawn prior to the time designated for receipt of bids by written or electronic request. Electronic withdrawal of bids must be confirmed with the Bidder's original signature by written notice postmarked on or before the date and time set for receipt of bids.
- 5.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 5.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 6 – CONTRACT AWARD

- 6.1 The City is soliciting prices for the services set forth in the Bid form attached hereto. It is the City's intent to award one (1) contract to the responsive and responsible bidder offering the lowest Unit Price.
- 6.2 **The term of this contract shall extend from the day of contract execution through June 30, 2019. The City, at its sole discretion, shall have the option to extend the term for two (2) additional one (1) year terms** with no change to the contract price and terms and conditions. The City reserves the right to terminate this contract prior to the expiration date in the event total expenditures reach the above stated contract total. It is further understood that in the event the term of this contract extends beyond June 30 in any calendar year, The City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.
- 6.3 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 6.4 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.

- 6.5 As used herein, the term “Responsive and Responsible Bidder” shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the Invitation for Bids.
- 6.6 Subsequent to the award and within five (5) days, Saturdays, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 6.7 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 7- FAMILIARITY OF REQUIREMENTS

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

ARTICLE 8-INDEPENDENT PARTY

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

ARTICLE 9- POLITICAL ACTIVITY PROHIBITED

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

ARTICLE 10- ASSIGNMENT BY CONTRACTOR

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

ARTICLE 11-CHOICE OF LAW

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

ARTICLE 12- NOTICES

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

ARTICLE 13- SEVERABLE SECTIONS DO NOT AFFECT ENTIRE CONTRACT

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

ARTICLE 14- CONTRACT PERFORMANCE

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

ARTICLE 15- LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO A CONTRACT

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

ARTICLE 16- LIQUIDATED DAMAGES FOR FAILURE TO PERFORM UNDER THE TERMS OF THE CONTRACT

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

ARTICLE 17- FUNDING & FISCAL YEAR APPROPRIATION

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

ARTICLE 18- ADA, REGULATORY, COMPLIANCE and STANDARDS

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

ARTICLE 19- INDEMNIFICATION

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

assigns from any and all manner of actions, suits, claims, demands, judgments, damages and liability in law and equity which may arise or result from performance under this contract. This includes discrimination, labor or employment claims against the successful Bidder and the City of New Bedford and any and all manners of legal action brought against the successful Bidder and/or the City of New Bedford. Said indemnification includes reasonable attorney's fees related thereto.

ARTICLE 20- FEDERAL, STATE and LOCAL LAWS

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

ARTICLE 21- TAX EXEMPT

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

ARTICLE 22- CONFIDENTIALITY

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

ARTICLE 23- FORCE MAJEURE

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

ARTICLE 24- EQUAL OPPORTUNITY

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

- a. The successful Bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, asexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information or ancestry. The successful Bidder will take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, religion, color, sex, national origin or sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information or ancestry.
- b. The successful Bidder will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and all of the rules, regulations and relevant orders of the Secretary of Labor.

ARTICLE 25-TERMINATION

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

- Without Cause: Either party may terminate the subject contract by giving written notice to the other party at least 60 calendar days prior to the normal contractual effective date of termination as stated or such other period as is mutually agreed upon in advance by the parties.
- For Cause: If, in the opinion of the City of New Bedford, the successful Bidder fails to fulfill its obligations, the City of New Bedford may terminate any contract resulting from this Invitation for Bid by giving 30 days written notice to the successful Bidder at any time. The subject contract shall be terminated immediately in the event of breach of contract, fraud or program abuse.
- Emergency: The City of New Bedford may terminate or suspend any contract resulting from this Invitation for Bid up to 60 calendar days by providing written notice to the successful Bidder, stating the grounds for the City of New Bedford's action, in the form of U.S. Mail, hand carried letter, or other appropriate written means if the City of New Bedford determines that immediate action is necessary to protect the City, State and-or Federal funds or property, or to protect persons from injury. Such termination or suspension shall be effective upon receipt of notice of either suspension or termination by the successful Bidder. In the case of a suspension under this paragraph, the Notice of Suspension shall be accompanied by instructions from the City of New Bedford specifying requisite actions by the successful Bidder to remove the suspension, proposed timetable for meeting those requirements and a description by the City of New Bedford of allowable activities and costs, if any, during the suspension period. Failure by the successful Bidder to remedy the stated deficiencies according to the timetable prescribes by the City of New Bedford shall be cause for immediate termination.
- Elimination or Reduction of Funding: In the event of a reduction of funding for any reason, the City of New Bedford may terminate any contract resulting from this Invitation for Bid by providing notice of termination in a reasonable time. The City of New Bedford may provide a conditional notice of termination with a proposed amendment to the subject contract. Any such notice shall provide that the subject contract will terminate unless the successful Bidder submits to the City of New Bedford a properly signed copy of the amendment, or such modification form of amendment as may be agreeable to the City of New Bedford, within 20 calendar days after the date of the conditional Notice of Termination, or such other time as it is otherwise specified in the Conditional Notice.
- Remedies Upon Termination for Cause or for Emergencies: Notwithstanding the terms contained in this section, in the event of termination, the successful Bidder shall not be relieved of liability to the City of New Bedford by virtue of any breach of contract resulting from this Invitation for Bid by the successful Bidder. In the event of termination pursuant to this section, the City of New Bedford may withhold any payments to the successful Bidder for the purpose of set off until such time as the exact amount of damages due to the City of New Bedford from the successful Bidder is determined. In addition to and notwithstanding the above, the successful Bidder covenants and agrees that in the event of termination of any contract resulting from this Invitation for Bid, the successful Bidder shall pay to the City of New Bedford as damages: (a) such sum as, at the time of termination, the City of New Bedford reasonably determines that it shall require to compensate a subsequent contractor to complete the delivery of service, and (b) the sum, reasonably determined by the City of New Bedford, which will compensate the City of New Bedford for all of the direct and indirect costs resulting from the delay of services upon the successful Bidder's default. The successful

Bidder further covenants and agrees with the City of New Bedford that the successful Bidder shall pay all of the City of New Bedford's costs and expenses (including Attorney's Fees) incurred or paid in obtaining and enforcing any court order favorable to the City of New Bedford for any obligation of the successful Bidder under any contract resulting from this Invitation for Bid.

ARTICLE 26- OBLIGATION IN THE EVENT OF TERMINATION

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

ARTICLE 27- OWNERSHIP OF FURNISHINGS AND EQUIPMENT

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

ARTICLE 28- ANTI-BOYCOTT WARRANTY

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

ARTICLE 29- BIDDER COMMUNICATION

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

ARTICLE 30-PUBLIC RECORDS

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

ARTICLE 31- BRAND NAME or EQUAL

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

ARTICLE 32-PUBLICITY

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

ARTICLE 33- SUBMITTED BIDS

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

ARTICLE 34- CLARIFICATION OF BIDS

- 34.1 The City of New Bedford is not required to seek clarification of responses; therefore the Bidder should be as clear as possible in all of its responses to this Invitation for Bid.

ARTICLE 35- REJECTION of BIDDER'S BID

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

ARTICLE 36- INVITATION FOR BID CANCELLATION

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

ARTICLE 37- NO GUARANTEE OF PURCHASE

- 37.1 The City of New Bedford makes no guarantee that any purchases will take place from any contract resulting from this Invitation for Bid, nor does the City of New Bedford guarantee any minimum quantity of purchase from any contract resulting from this Invitation for Bid. Any estimated or past procurement volumes referenced in this Invitation for Bid are included only for the convenience of the Bidders, and not to be relied upon as any indication of future purchases.
- 37.2 The Bidder may not place, as a condition for providing the cost levels proposed, any minimum purchase requirements.

ARTICLE 38- PRIME CONTRACTORS and SUBCONTRACTORS

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

- 38.2 The City of New Bedford requires a single point of contact for any contract resulting from this Invitation for Bid. Subcontractors may be used, but the successful Bidder, as a prime contractor, shall be responsible for meeting all of the terms of any contract resulting from this Invitation for Bid, and must be accept full responsibility for any subcontractor's performance.
- 38.3 Bidders must provide a list of subcontractors, a description of each subcontractor's responsibility in regards to this contract and signed letter of agreement between the Bidder as the prime contractor, and its subcontractor(s) identifying their responsibilities and their relationship to the prime contractor. The prime contractor must notify each individual account (eligible entity) in writing, the name of their subcontractor both initially and when a subcontractor is charged. If the subcontractor has filed for Chapter 11 Bankruptcy or Chapter 7 Bankruptcy, the prime contractor must notify the City of New Bedford. The notification must be written and must be within one week of the events noted above.

ARTICLE 39- WRITTEN INQUIRIES

- 39.1 Bidders may submit written inquiries concerning any part or attachment of this Invitation for Bid. Written inquiries regarding issues outside of the scope of this Invitation for Bid will not be considered.
- 39.2 All inquiries must be submitted by the required date and time to the contact listed in the Procurement Calendar of this Invitation for Bid.
- 39.3 All written inquiries must be submitted via electronic mail (e-mail) only. No other manner of submission will be accepted.
- 39.4 Any change to this submission date and/or time will be made by notice sent electronically to al Bidders. The Bidder is responsible for confirming receipt of its written inquiries with Susan Bruce, Director of Purchasing, City of New Bedford at susan.bruce@newbedford-ma.gov.
- 39.5 The City of New Bedford will provide written responses via electronic mail (e-mail) to all written inquires received by the required due date. Responses will not identify the inquiry by the Bidder.

ARTICLE 40- REQUIRED BID ATTACHMENTS

- 40.1 All Bidders are required to complete, sign and return at a minimum the following documents:
- a. **Certificate of Non-Collusion/Tax Compliance:** By signing the attached Certificate of Non-Collusion/Tax Compliance the Bidder is declaring the fact that its response was formulated without collusion with any person, representative, agent, or party submitting a competing response. No response will be accepted without the signed Non-Collusion Statement attached to the original response.
 - b. **Vote of Corporation** (If Bidder is a Corporation): If the Bidder is a Corporation, a vote of the Corporation approving participation in this Invitation for Bid process must be signed by the Corporate Officers with the Corporate Seal affixed and attached to the original Invitation for Bid.
 - b1. If the Bidder is a Corporation, the names and addresses of the Corporate Officers and the State and date on Incorporation must be included. The Bidder must state if the Corporation is publicly or privately held. If the Corporation is publicly held, the exchange on which it is traded and the symbol under which it is traded is required.
- 40.2 (If the Bidder is a Sole Proprietor): If the Bidder is a Sole Proprietorship, a partnership or any other legal business entity, the names and addresses of the Officers must be included, the parent state of business and the number of years this entity has been in business. In short, a complete business profile must be included in the response.

ARTICLE 41- DEADLINE FOR SUBMISSION

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

END OF SECTION

CITY OF NEW BEDFORD

BIDDER'S QUALIFICATIONS AND REFERENCE FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of New Bedford for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? ____ YES ____ NO **WBE**? ____ YES ____ NO OR **MWBE**? ____ YES ____ NO
5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?

____ YES ____ NO
IF YES, WHERE AND WHY?

7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES PROVIDE DETAILS.

8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETD: _____

PUBLICLY BID? ☐ YES ☐ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETD: _____

PUBLICLY BID? ☐ YES ☐ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETD: _____

PUBLICLY BID? ☐ YES ☐ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent)

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETD: _____

PUBLICLY BID? ____ YES ____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, Purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and request any person, firm, or corporation to furnish any information requested by the City of New Bedford in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

**CITY OF NEW BEDFORD
MASSACHUSETTS**

NON-COLLUSION AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

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

Signature of individual submitting bid

Name of business/organization

TAX COMPLIANCE CERTIFICATION

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

Signature of person submitting bid

Name of business



Mayor Jonathan F. Mitchell

DATE _____
Vendor _____

Re: Debarment Letter for Invitation for Bid # 19434007

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

PHONE _____ FAX _____
EMAIL _____

Signature

Date _____

If you have questions, please contact Susan Bruce, Director of Purchasing at (508) 979-1433



**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

GENERAL CONDITIONS

OF THE CONTRACT

FOR NON-TECHNICAL SERVICES

The City of New Bedford, herein referred to as the City, does hereby establish the following General Conditions, applicable to this Invitation for Bids and any subsequent purchase order, work order, shipping order or contract resulting therefrom.

1.0 SCOPE OF SERVICES

- 1.1 The Contractor agrees to furnish all labor, materials equipment and insurance necessary to perform and fully complete, in every respect, within the time frame herein specified, all work (hereinafter referred as the Services) described in the bid specifications.
- 1.2 The Contractor shall not make any changes in the scope of Services without the prior written consent of the City. The Contractor shall make reasonable revisions or corrections, within the scope of Services, to any work performed until submitted in a form acceptable to the City.
- 1.3 The City reserves the right to alter, add to or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the City and the Contractor have agreed to such increase in writing.

2.0 EXECUTION

- 2.1 All work required hereunder shall be performed as promptly as possible, and in any event within the time herein set forth, and such work shall be subject to approval and acceptance by the City, but such approval and acceptance shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the City. The Contractor shall obtain all the required licenses and permits for the work herein described.
- 2.2 The Contractor shall conform to all determinations and directions of the city concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City property, or labor strikes by the contractor's employees.

3.0 COMPENSATION

- 3.1 The City shall pay the Contractor for services rendered under this contract in accordance with the amount(s) set forth in the Contractor's General Bid Form and pursuant to the provisions contained in the bid specifications.
- 3.2 Notwithstanding anything to the contrary contained in the Contract, the City may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under this Contract including, without limitation, any failure to perform Services in full accordance with the amount sufficient in the reasonable opinion of the City to cure any such default or failure of performance by the Contractor.
- 3.3 In no event shall the City be required to pay any amounts for work deemed by it to be unacceptable, or which are otherwise disputed. In the event the City disputes any such amounts invoiced, it shall pay all amounts not in dispute and notify the Contractor in writing of the amounts disputed and the reasons therefore.
- 3.4 No payment made shall constitute or be construed as final acceptance or approval of that part of the Services to which payment relates, or relieve the Contractor of any of its obligations outlined in this Contract. Further, the City shall not be deemed, by virtue of making payments to the Contractor hereunder, to have released the Contractor from any claim or liability, or to have waived any action arising out of the breach of this Contract by the Contractor.

4.0 REPORTS AND DRAWINGS

- 4.1 When the Contractor has been paid for the Services performed by him or her, all reports, drawings, and other material furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such purposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Contractor. The Contractor shall not release or disclose any report, drawing, or other material furnished to the Contractor by the City in connection with the performance of the Contractor's Services.

5.0 CONTRACTOR'S ACCOUNTING RECORDS

- 5.1 The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) on the basis of recognized bookkeeping practices, generally accepted accounting principles, and in accordance with such reasonable requirements to facilitate audit as the City may provide. All records shall be available to the City or its authorized representatives for review and audit during normal business hours.

6.0 ASSIGNMENT/SUBCONTRACTING

- 6.1 The Contractor agrees that he will not sell, assign or transfer this contract part thereof or interest therein without the prior written consent of the City.

7.0 REMEDY FOR DEFAULT

- 7.1 If the Contractor, in the sole judgment of the City, shall violate or fail to properly comply with or perform in any material respect any condition, provision, or warranty hereof, the City shall have the right by prior written notice to the Contractor to have the services called for hereby otherwise performed, and/or to terminate this contract without prejudice to any other rights or remedies of the City under this contract. The Contractor shall pay any excess in the City's cost to so procure the services and any related goods, supplies, materials or equipment. In addition, and without limiting any other remedies available to the City, the Contractor shall be liable for all losses, costs and expenses incurred by the City which result from the Contractor's noncompliance.

8.0 SUSPENSION OR TERMINATION

- 8.1 The City shall have the right, upon seven (7) days written notice to the Contractor so stating, to terminate, suspend, or postpone this contract in whole or in part for any reason deemed by the City to be in the Public interest. Any such termination, suspension, or postponement shall not give rise to any cause of action for damages against the City. In the event that the City postpones or suspends the Services, the Contractor's time for performance of the Services shall be extended for a period equal to the period of such postponement or suspension. In the event of termination, suspension or postponement, the City shall pay: (a) for services and any related goods, supplies, materials and equipment furnished up to the time of termination, suspension, or postponement at the contract price upon delivery; (b) for work in process in the amount of the Contractor's cost, determined in accordance with ordinary accepted accounting practices, up to the time of termination, suspension, or postponement; and (c) for raw materials purchased by the Contractor as of the date of termination, suspension, or postponement and which are non-cancelable at the Contractor's actual cost plus reasonable handling charges, but only to the extent that such raw materials were purchased in reliance upon this contract and are useful solely with respect to this contract.
- 8.2 Upon receipt of a notice of termination, suspension, or postponement the Contractor shall immediately cease all work hereunder and cancel all orders placed with respect to this contract. The Contractor's failure to so cancel shall relieve the City of the obligations of paragraph 10.1 above.
- 8.3 The City may postpone, suspend or terminate the services immediately, by notice, hand delivery or certified mail, if the Contractor violates any of the provisions of this Contract, or fails to perform or observe any of the terms, covenants or conditions of this Contract, or abandons in whole or in part its Services, or becomes unable to perform its Services.

8.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, computer programs, data, drawings, plans and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.

9.0 NOTICE

9.1 Any action, notice or request required to be taken, given, or made by City or the Contractor hereunder may be taken, given or made only by those persons identified for that purpose on the Contract Form. All notices required to be given hereunder shall be deemed properly given if personally delivered, or if mailed by registered or certified mail, postage prepaid addressed to the address and officer identified on the Contract Form.

10.0 PROTECTION OF PROPERTY

10.1 The Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall restore to substantially the same condition existing prior to the Contractor's entry any disturbance or damage to property caused by the Contractor or any person acting under its control.

11.0 INSURANCE REQUIREMENTS

11.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation:	Per M.G.L. c.149, §34 and c.152 as amended
------------------------	--

PUBLIC LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

VEHICLE LIABILITY

Personal	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000 each occurrence \$500,000 aggregate

11.2 The City shall be named as additional insured on the Contractor's Liability Policies.

11.3 The Contractor shall not commence the work until proof of compliance with this Section 12.0 has been furnished to the City by submitting one (1) copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

11.4 The Contractor shall file the original and one certified copy of all policies with the City within fifteen (15) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

11.5 Cancellation of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

12.0 CONFLICT OF INTEREST

12.1 No member, agent or employee of the City shall, during his/her tenure or one year thereafter directly or indirectly, have any interest in any property to be included in, or any contract for property, materials or services to be furnished or used in connection with, this contract or the proceeds thereof.

13.0 COMPLIANCE WITH LAWS

13.1 All work to be performed and wages paid under this specification shall be in accordance with all applicable laws, state or federal, and all applicable ordinances, codes, rules, and regulations of the City of New Bedford, or any public board or office having any jurisdiction, regulation or control over any work to be done hereunder, including minimum wage rates. In particular, without limitation, the Contractor agrees to comply with all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations. The Contractor agrees to assist in making any submissions to federal or state agencies as may be required in order to meet the requirements in this paragraph.

15.0 DISPUTES

15.1 All claims, dispute and other matters in question between the City and the Contractor arising out of or relating to this Contract or the breach of it, shall be submitted for resolution to a court of competent jurisdiction in Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Contract or the earlier termination of this Contract as provided herein, the parties agreeing to negotiate any claims, disputes or other matters in question during the term of this Contract before resorting to litigation. As to all acts or failures to act by either party to this Contract, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events when the other party becomes aware or should have been aware of such acts or failure to act.

17.0 LIABILITY

17.1 The Contractor is retained solely for the purpose of and to the extent set forth in this Contract. The Contractor's relationship to the City for the purpose of services to be performed under this Contract shall be that of an independent contractor. The Contractor shall have no capacity or authority to involve the City in any contract or to incur any liability on behalf of the City. In no event shall the City be held liable as an employer or otherwise for any personal injury to or Contractor's principals, employees, agents and/or representatives occasioned by or resulting from the Contractor's performance under this Contract.

18.0 LIENS

18.1 The Contractor shall cause to be removed from the property of the City any liens or other claims asserted by any person or entity claiming through or under the Contractor and arising out of Services performed under this Contract by such third party.

END OF SECTION

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

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:

General Laws Chapter 30B – Procurement of Goods and Services.

- 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.

Title: By: _____ Title:	CITY Of NEW BEDFORD, MASSACHUSETTS By: _____ Title: Mayor
CERTIFIED that funds are available By: Robert Ekstrom Title: Auditor	DEPT: By: _____ Title:
APPROVED as to Form and Legality By: Shannon Shreve Title: Associate City Solicitor	Chief Financial Office By: Ari Sky Title: Chief Financial Officer
Purchasing Department By: Susan Bruce Title: Director of Purchasing	