REQUEST FOR QUALIFICATIONS

CITY OF NEW BEDFORD, MASSACHUSETTS

CLIMATE ACTION & RESILIENCE PLANNING

RFQ #22171123

Responses Due: Tuesday, June 7, 2022 at 10:00 a.m.
REQUEST FOR QUALIFICATIONS

CLIMATE ACTION & RESILIENCE PLANNING

RFQ # 22171123

The City of New Bedford Purchasing Department, in conjunction with the Department of Environmental Stewardship, is seeking responses from qualified and responsible consultants to assist the City in the continued development of the Climate Action Plan and implement strategic initiatives toward achieving resilience to climate change. The bid process and award of this Contract will be under the provisions of M.G.L. Chapter 30B. The resultant contract will be a three year on-call Master Services Agreement (MSA). Individual projects under this on-call MSA will be issued by a Task Order with an attached scope of work. For each project, the Successful Respondent will be requested to submit a proposed scope of services. The Successful Respondent and the City will negotiate a fee to be used during the term of the Task Order.

Sealed responses will be received by the Purchasing Department until Tuesday, June 7, 2022 at 10:00 a.m. E.S.T. All responses must be submitted via mail or in-person delivery to the Purchasing Department, 133 William Street, Room 208, New Bedford, MA 02740 during business hours (8:00 a.m. – 4:00 p.m.) until the above time and date. It is strongly recommended to submit responses via mail delivery service. Respondents must email purchasing@newbedford-ma.gov to confirm they have submitted a response. As this is an RFQ, the opening will not be public. Responses received after the above time and date will be rejected and returned unopened. Emailed and/or faxed responses will not be accepted.

Project documents may be obtained beginning on Tuesday, May 17, 2022 by visiting the City of New Bedford webpage at newbedford-ma.gov/Purchasing or by emailing purchasing@newbedford-ma.gov.

The City of New Bedford reserves the right to waive any informality in, or to reject, any or all responses, if it deems such waiver or rejection to be in the best interest of the City.

Awarding Authority
City of New Bedford
Molly Gilfeather, Director of Purchasing
CLIMATE ACTION & RESILIENCE PLANNING
RFQ # 22171123

TABLE OF CONTENTS

Section I – Instructions to Respondents
Section II – General Requirements
Section III – Scope and Specifications of the Work
Section IV – Evaluation Criteria
Section V – Selection Process

Appendices:
Appendix A: Certificate of Non-Collusion and Tax Compliance
Appendix B: Vote of Corporation/ Certificate of Incumbency and Authority
Appendix C: Sample Contract
I. INSTRUCTIONS TO RESPONDENTS

1. RESPONSES
Sealed responses herein specified as Climate Action & Resilience Planning for the City of New Bedford, MA will be received at the City of New Bedford's Purchasing Department on or before Tuesday, June 7, 2022 at 10:00 a.m. E.S.T. As this is an RFQ, the opening will not be public.

2. SUBMITTAL
Sealed responses will be received by the Purchasing Department until Tuesday, June 7, 2022 at 10:00 a.m. E.S.T. All responses must be submitted via mail or in-person delivery to the Purchasing Department, 133 William Street, Room 208, New Bedford, MA 02740 during business hours (8:00 a.m. – 4:00 p.m.) until the above time and date. Respondents must email purchasing@newbedford-ma.gov to confirm they have submitted a response. Responses received after the above time and date will be rejected and returned unopened. A respondent may correct, modify, or withdraw a response by written notice received in the office of the Purchasing Department prior to the time and date set for the response opening. After the opening, a respondent may not change the fee schedule pricing or any other provision of the response in a manner prejudicial to the interests of the governmental body or fair competition. The City shall waive minor informalities. If a mistake and the intended response are clearly evident on the face of the response document, the City shall correct the mistake to reflect the intended correct response and so notify the respondent in writing. A respondent may withdraw a response if a mistake is clearly evident on the face of the response document, but the intended correct response is not similarly evident.

3. ENVELOPE LABELING
Technical responses and fee schedule price responses must be submitted in sealed separate, plain, opaque envelopes and must be clearly marked "RFQ #22171123 Climate Action & Resilience Planning- Technical Response” and “RFQ #22171123 Climate Action & Resilience Planning- Price Response.” The date and time of the response opening as indicated on the response conditions must appear on the envelope. Telephone, emailed, and/or faxed replies will not be accepted. No responsibility shall be attached to any person or persons for the premature openings of responses not properly marked.

4. TIME
All responses received after the time stated in the paragraph 2. Submittal will be rejected and will be returned to the Respondent unopened. The Respondent assumes the risk of any delay in the mail or in the handling of the mail by employees of the City.

5. REGULAR RESPONSE
All information required by the Instructions to Respondents, Specifications and Response Offer in connection with each item against which a response is submitted must be provided to constitute a regular response. No alteration, erasure or addition is to be made in the typewritten or printed matter. The submission of a response will be construed to mean that the Respondent is fully informed as to the extent and character of the service required and is representation that the Respondent can furnish the manpower and equipment necessary to properly render the desired service.

6. TYPEWRITTEN

Prices and information required, with the exception of the signature of Respondent, should be typewritten for legibility. Illegible or vague responses may be rejected. All signatures must be written. Facsimile, printed or typewritten signatures are not acceptable. All price responses must be presented so that the fee schedule is clearly understandable.

7. RFQ QUESTIONS & ADDENDA

Questions concerning this specification must be submitted via email to purchasing@newbedford-ma.gov by Friday, May 27, 2022 at 4:00 PM. City responses will be emailed as an addendum to all Respondents on record as having pulled RFQ documents (by emailing purchasing@newbedford-ma.gov), and will post all addenda to the City’s website. Failure of any Respondent to receive any such addendum or interpretation shall not relieve any Respondent from any obligation under this response as submitted. No oral interpretations will be made to any Respondent as to the meaning of any provision of the Request for Qualifications or other contract documents. Failure to acknowledge all addenda may result in response being rejected as non-responsive.

8. AWARDS

The contract will be awarded to the responsible and responsive Respondent offering the most advantageous response meeting the specifications within this RFQ. One contract will be awarded to the one responsive and responsible Respondent whom the City of New Bedford determines offers the most advantageous response, taking into consideration all required qualifications, submission requirements and selection criteria set forth in the RFQ, including price. Emphasis in selecting a firm shall be placed on the chosen firm's experience on similar past projects and overall experience within this category of work. It is understood that the City may use all means at their disposal to evaluate the responses received on these criteria, and the final decision as to the best overall offer, both as to price and to suitability of the services offered to fit the needs of the City. No response will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to any Massachusetts municipality or had failed previously to perform faithfully any previous contract with a municipality.
9. **REJECT RESPONSES**
   The City reserves the right to reject all responses. Also reserved is the right to reject for cause any response in whole or in part; to waive technical defects, qualifications, irregularities; and omissions if in its judgment, the best interest of the City will be served.

10. **CONTRACT**
    This RFQ #22171123, the technical response and fee schedule price response submitted by the Successful Respondent, and Addenda (as applicable), shall form a part of this contract, and the provisions thereof shall be binding upon the parties thereto. The term "Contract Documents" shall include all of the aforesaid, together with the contract itself. A draft contract is included in this RFQ.

11. **RESPONSE REQUIREMENTS**
    The Successful Respondent must meet all specifications. Any response which does not meet these requirements, is nonresponsive, incomplete, conditional, and/or obscure, will be rejected. Any response which contains additions not called for, and/or irregularities of any kind, is non-responsive and will be rejected.
    The attention of all Respondents is called to General Laws Chapter 156D, which requires in part that, not later than 10 days after it commences transacting business in the commonwealth, a foreign corporation deliver a certificate to the secretary of state for filing. Respondents required to be registered with the Secretary of State in the Massachusetts Corporate Database must use the same business name in their bidding documents as is listed in the Database for that business. All Respondents must use the same business name throughout all bidding documents, and for the Successful Respondent, throughout all contract documents. Examples of these documents include the technical response, fee schedule price response, vote of corporation, W-9, and certificate of insurance. Any Respondent with multiple and/or inconsistent business names for one business may be rejected by the City.

12. **SPECIFICATION INTENT**
    It is the intention of this RFQ to establish and define the services that are to be provided and to determine the capability and experience of the respondents desiring to provide such services.

13. **TAXES**
    No charge will be allowed for federal, state, or municipal sales and excise taxes since the City is exempt from such taxes. The price response fee schedule shall be net and shall not include the amount of any such tax.

14. **SIGNED RESPONSE**
    A response must be signed as follows: (1) if the Respondent is an individual, by her/him personally; (2) if the Respondent is a partnership, by the name of the partnership, followed by the signature of each general partner; and (3) if the Respondent is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the
corporation and the corporate seal affixed. If the response is being submitted by an entity other than an individual, partnership or corporation, the response must include written evidence of the Respondent’s authority from the entity to submit the response in the form of legally binding documentation.

15. LICENSING
Respondents must be properly licensed and registered in the Commonwealth of Massachusetts to perform the work identified in this specification.

16. NON-PERFORMANCE
In the event that the Successful Respondent does not fulfill its obligations under the terms and conditions of this contract, the City shall notify the Successful Respondent in writing. If the Successful Respondent continues to neglect the terms and conditions of the contract, the City may elect to terminate the contract. Under no circumstances shall monies be due to the Successful Respondent in the event that the contract is terminated under non-performance.

END OF SECTION- INSTRUCTION TO RESPONDENTS

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
II. GENERAL REQUIREMENTS

1. There will be no scheduled conference. No oral interpretations will be made to any Respondent as to the meaning of any provision of the Request for Qualifications or other contract documents.

2. The Respondent will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts and of the City of New Bedford. Certificates of all required insurance will be required prior to executing a contract.

3. All submitted responses and associated price quotes must be guaranteed to the City of New Bedford for a period of sixty (60) days from the date of the response opening. If a contract is to be awarded as a result of this RFQ, it will be awarded within a sixty (60) day time period.

   As provided by Massachusetts General Law, Chapter 64H, §6(d), purchases made by the City of New Bedford are exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax; any such taxes must not be included in the quoted price. All Respondents should take this factor into consideration and be calculated accordingly.

4. The City reserves the right to reject any and all responses, and to make awards in a manner deemed in the best interest of the City.

5. The Respondent will not be permitted to either assign or underlet the contract nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the Director of Purchasing.

6. Any and all prices stated must be firm.

7. When submitting a response, the Respondent shall submit only one (1) original and one (1) electronic copy (USB, etc. but no emailed submissions) of the technical response and one (1) original of the price response fee schedule and if the City accepts said response, it shall constitute part of the contract. Printing shall be double sided. **Respondents are requested to submit technical responses only (not price responses) in USB format in addition to the one paper original.**

8. Before submitting a response, each Respondent must make a careful study of the RFQ document and fully assure themselves as to their ability to perform the type of services that the City is seeking.

9. The response for this work must cover all contingencies, including all labor and materials, transportation, etc., necessary for the purchase and delivery/execution of the services required by the City.

10. The Respondent who is selected to provide services will be required to indemnify the City for all damage to life and property that may occur due to their negligence or that of their employees, subcontractors, etc., during the period of this contract.
11. The Successful Respondent shall maintain liability insurance as such that will protect it from claims under Workmen’s Compensation Acts, and from other claims for damages for personal injury, including death, property damage and automobile liability, which may arise from operations under this contract. The Successful Respondent agrees to hold the City of New Bedford and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from or in connection with operations under this contract. A copy of said liability insurance which is in effect and enforceable shall be provided and include the City of New Bedford as an additional insured, on a primary and non-contributory basis, on all liability policies for the length of this agreement. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

All policies shall be so written that the City of New Bedford will be notified of the cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment.

Certificates evidencing such insurance shall be furnished to the City of New Bedford at the execution of this contract and each anniversary date thereafter.

All respondents must include a signed and completed Insurance and Indemnification Agreement.

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

a. Workers Compensation and Employer’s Liability Insurance in compliance with statutory limits;

b. Liability Insurance with $1,000,000 General Liability Coverage

c. $2,000,000 General Aggregate Liability coverage

d. Certificate of Errors and Omissions Insurance will also be required with $1,000,000 minimum coverage

e. Automobile Liability Insurance including non-owned and hired automobiles with combined single limit of $1,000,000 per accident

12. The contract agreement shall be in the form customarily employed by the City and is attached hereto as a sample. No changes in contract language will be accepted unless expressly agreed to by the City in writing prior to the response deadline. Respondents are encouraged to have their legal team review the contract language prior to submitting a response.
13. The response must include a certification of tax compliance as required by General Laws Chapter 62C, Sec. 49A, (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision). All respondents must submit a signed and completed Non-Collusion and Tax Compliance Form.

14. The following list has been prepared for the convenience of the Respondents. Respondent is responsible for verifying and determining the required forms to be submitted with his/her response.

Respondents shall complete and submit the following attachments with their Technical Responses in accordance with the Instruction to Respondents and the Request for Qualifications:

- Technical response
- Fee Schedule
- City of New Bedford Non-Collusion and Tax Compliance Form
- City of New Bedford Vote of Corporation
- W-9
- Addenda Acknowledgement Form (if applicable)

15. All materials provided to the City become the property of the City and may be returned only at its sole discretion. The City is a public entity. All responses and any materials submitted with a response may be deemed public records subject to disclosure pursuant to the Massachusetts Public Records Act. No portion of any response or materials submitted therewith will be withheld from disclosure as proprietary, trade secret or confidential unless that portion is clearly marked by the Respondent as such, and the Respondent agrees to indemnify the City against any claim or action to compel disclosure of such portion of the response. The City is not obligated to accept any response or to negotiate with any entity. All transactions are subject to the final approval of the City, which reserves the right to reject any and all responses without liability. All costs directly or indirectly related to a response to this RFQ will be borne by the Respondent.

16. Termination Clause
If at any time the Successful Respondent fails to fulfill or comply with any of the requirements of this RFQ/contract, such as shoddy workmanship, executing improper operating procedures, supplying sub-standard, improperly trained employees, not adhering to the work schedule, etc., the City, at its option, can terminate this contract upon thirty (30) days written notice to the Successful Respondent.

END OF SECTION – GENERAL REQUIREMENTS
III. SCOPE & SPECIFICATIONS OF THE WORK

1. DESCRIPTION OF THE PROJECT
   The City of New Bedford Department of Environmental Stewardship is seeking a consultant to assist the community in identifying and implementing strategic initiatives toward achieving continued resilience to climate change. This will include the identification of municipal and community vulnerabilities, baseline greenhouse gas (GHG) emissions, GHG reduction targets and implementation plan, and other activities to develop a Climate Action Plan which meets the Compact of Mayors requirements.

2. BACKGROUND INFORMATION
   The City of New Bedford, Massachusetts has embarked on a number of resilience initiatives over the past several years, examples of which include:

   • installed municipal solar projects estimated to save New Bedford $22 million in electricity costs over the next 20 years;
   • obtained grants to enhance natural systems to build resilience to erosion and other results of climate change;
   • engineered changes to wastewater infrastructure to prevent flooding from sea level rise;
   • joined the Compact of Mayors (now the Global Covenant of Mayors) as well as Climate Mayors in support of upholding the Paris Agreement; and
   • achieved a 3-Star Rating from STAR Communities. STAR is the nation’s leading framework and certification program for evaluating local sustainability, encompassing social, economic and environmental performance measures.

   The City of New Bedford has also completed several vulnerability and resilience planning initiatives through Municipal Vulnerability Preparedness Action Grants including:

   • NB Resilient: the City’s Climate Action and Resilience Plan;
   • New Bedford Harbor Port Resilience Evaluation;
   • New Bedford Harbor Port Resilience Design Guidelines;
   • Maritime Industry Business Toolkit; and
   • Harbor Port Assessment which included a public-facing Harbor Port Assessment Summary.

   We are currently in the process of developing a City-Wide Green Infrastructure Master Strategy and Implementation Roadmap.

   The City, through this RFQ, is seeking to procure the services of a qualified Firm to assist the City to continue to implement the priority actions in NB Resilient, to evaluate and update these initiatives with the City, and to see funding opportunities to do so.
3. **SCOPE OF SERVICES**

The Successful Respondent will work with the Director of Environmental Stewardship, department members, and any City agency whose contribution to this process would be beneficial.

**Tasks will include:**

**A. NB Resilient Implementation, Evaluation and Update**

The selected Firm will work with the City to seek funding to continue to implement NB Resilient priority actions, evaluate and document progress, and seek new opportunities to fulfill the core goals.

**B. Update Community-Wide Green House Gas (GHG) Inventory, GHG Reduction Plan, and Clean Transportation Transition Planning**

The selected Firm will update the community-wide baseline GHG Inventory that will be compatible with the Global Covenant of Mayors for Climate & Energy (Covenant) requirements as well as Massachusetts reporting platforms. The Firm will also develop a detailed strategy for the City to achieve its goal of net-zero by 2050.

**C. Hazard Mitigation Planning**

The City is planning to complete an All Hazard Mitigation Plan Update, Comprehensive Management Plan, and Evacuation Plan as one comprehensive document. The selected firm will take the lead on development or support another selected Emergency Management consultant relative to public outreach, education, and facilitation.

**D. Professional Documentation and Communication**

The selected Firm will present the above documents and supporting data in an online format that is visually appealing, easy to understand, and can easily be exported and/or translated to a variety of media for different audiences. This information is intended to mobilize the community towards change, maximize participation, and provide metrics to measure its success. The Firm will provide one or more platforms that will provide the flexibility for municipal input, use, and evaluation of data, while also providing the data in a searchable public format.

**E. On-Call Climate and Resilience Services**

Throughout the course of this contract period, the City will continue to update the documents above as well as look to procure funding for implementation. The selected Firm will assist the City in funding identification and procurement. Based on secured funding, the selected Firm will assist the City in completing ongoing climate and
resilience initiatives either through direct service provision, project facilitation through a specialized third party, or a combination thereof.

4. RESPONSE OUTLINE

To simplify the review process and to obtain the maximum degree of comparability, the responses should include the following sections and be organized in the manner specified below.

A. TECHNICAL RESPONSE OUTLINE

A.1 SECTION 1 – LETTER OF TRANSMITTAL

A Letter of Transmittal briefly outlining the Respondent’s understanding of the work and general information regarding the Respondent and individuals to be involved. The letter should clearly identify the local address of the office of the Respondent performing the work, the telephone number, and the name and email address of the authorized representative. The letter shall include a clear statement from Respondent that this offer is binding and shall remain open for sixty (60) days from the due date of this RFQ and acknowledges that its response cannot be withdrawn within that time without the written consent of the City.

The Letter of Transmittal shall be signed by a person authorized to execute such documents.

A.2 SECTION 2 – TABLE OF CONTENTS

Include a table of contents that identifies the material by section, page number, and a reference to the information to be contained in the response. A list of any and all tables, figures, and appendices shall be provided.

A.3 SECTION 3 – PROFILE OF RESPONDENT

Provide a brief summary of the firm including but not limited to the number of employees, founding of the firm, current office locations, breadth of firm’s qualifications, etc. State whether the Respondent is a local, national, or international Respondent and include a brief description of the firm/corporation. Provide a statement as to whether the Respondent is in compliance with the registration and permit requirements to do business in the Commonwealth of Massachusetts.

State whether the respondent is a qualified small or minority-owned business, women’s business enterprise or labor surplus area respondent.
Provide the location and address of the firm’s corporate office and the office where the work will be completed out of.

Provide the largest dollar contract amount entered into agreement for the firm, the date of project completion, duration of the project, the location of the project, name of the division or department for whom the work was completed, and a contact name, phone number and email address for the project.

**A.4 SECTION 4 – REFERENCES & QUALIFICATIONS**

**Section 4.1 – Previous Project Description and References**

Describe recent experience with undertaking similar climate action and resilience planning solutions for organizations of a similar size to the City of New Bedford.

Include three project descriptions with client references completed in the last five years. A reference for a municipality located in Massachusetts is recommended. As part of the references, provide project descriptions for the work completed. The project descriptions shall clearly indicate the scope of work, the cost of the project (initial), the completed project cost (final cost), the size of the organization, and any other pertinent information. Please provide contact names, phone numbers, and emails for each reference.

**Section 4.2 – Staff and Project Team**

Provide the following information related to the proposed Project Team. Team members shall be fully available for the entire project and no team members shall be removed unless approved by the City.

Provide a project organizational chart of all key staff and support staff including any subconsultants along with resumes of, at a minimum, the following key staff:

*Client Service Leader* – Provide a resume for the proposed Client Service Leader (CSL). The CSL shall be the main business contact for business related communications between the City and the Respondent. Provide a minimum of three clients that the CSL has been involved with within the last 5 years including references.

*Project Manager* – Provide a resume of the proposed Project Manager (PM). The PM shall be responsible for the day-to-day management of the project and completion of tasks in accordance with scope, schedule and budget.
The PM must have successfully completed a minimum of three implementations of similar scope in the last five years. Provide a minimum of three client references and project descriptions of three representative projects. Project descriptions shall include a summary of the scope, the total budgeted cost, the final cost at completion, the anticipated project duration and actual project duration.

Subconsultants – If the Respondent intends to utilize subconsultants for the purposes of completing tasks, those firms shall be clearly listed in the organizational chart and response. Resumes for each subconsultant shall be provided.

A.5. SECTION 5 – SCOPE OF SERVICES AND PROJECT APPROACH

The Respondent shall clearly describe the process/methodology to establish climate action and resilience planning services for the City of New Bedford Department of Environmental Stewardship to meet the City’s needs that are outlined in above section 3. Scope of Services. The Respondent shall provide any alternative implementation approaches or modified business practices that the Respondent deems appropriate to provide a better, more efficient system for the City. Respondent must demonstrate knowledge and experience in providing the solutions and/or services included in the response.

A.6. SECTION 6 – SCHEDULE

A project schedule and timeline must be provided. This should include all aspects of the project. The finalized timeline and schedule will be specified by the City and Successful Respondent once the contract has been awarded. The schedule shall be shown graphically and described in words.

B. PRICE RESPONSE OUTLINE

The Fee Schedule Price Response shall be provided in a separate, sealed envelope as noted in Instructions to Respondents.

Respondents must provide a fee schedule that shows staffing, role/title, and hourly rates. Future tasks will be authorized on an as-needed basis and an agreed-to scope and fee will be negotiated per task.
Include the fee schedule in your price response only, not in the technical response. If the price response is included with the technical response, the response submission is automatically considered non-responsive.

The price response must be signed by a person authorized to execute such documents and include the printed name, title, firm’s name, address, telephone number and email address.

Fee Schedule Escalation Clause:

Fee Schedules offered by the respondent must be firm and not subject to increase during the term of the contract. Fee Schedule escalation clauses over and above the total submitted response Fee Schedule(s) are not allowed. Only the total response Fee Schedule(s) will be accepted. Respondents cannot insert/include a statement indicating their Fee Schedule(s) will increase above or beyond their submitted response Fee Schedule(s) due to third party actions or unnamed contingencies. Inclusion of an escalation clause of any kind will result in the rejection of the response.

END OF SECTION- SCOPE & SPECIFICATIONS OF THE WORK
IV. **COMPARATIVE EVALUATION CRITERIA**

Responses will be evaluated by the City against the factors specified in the below Comparative Evaluation Criteria. Respondents are advised to refer to these Comparative Criteria when preparing their responses and submit sufficient information under each category to permit the City to fairly and responsibly rate the responses. The City will ultimately award to the most responsive and responsible Respondent(s) whom the City determines offers the most advantageous response(s), taking price into account. Price responses will be factored into evaluations only after technical responses are reviewed and ranked.

1. **Proposed scope of work and project approach:**

   Highly Advantageous: A response will be considered highly advantageous if it demonstrates a superior understanding of the RFQ requirements and challenges, high technical competency to address all project elements, thoughtfulness of proposed approach to achieving completion of the projects outlined in the Scope of Services, and a clear vision to achieve community resilience.

   Advantageous: A response will be considered advantageous if it demonstrates understanding of the RFQ requirements and challenges, sufficient technical competency to address all project elements, an adequate approach to achieving completion of the projects outlined in the Scope of Services, and a vision to achieve community resilience.

   Not Advantageous: A response will be considered not advantageous if it demonstrates limited or no understanding of the RFQ requirements and challenges, lacks technical competency to address all project elements, and/or provides an inadequate approach to achieving completion of the projects outlined in the Scope of Services.

2. **Relevant experience of Respondent’s team:**

   Highly Advantageous: A response will be considered highly advantageous if Respondent can demonstrate that the firm and Team have a demonstrated record of achievement in the timely completion of five (5) or more projects with similar tasks as those outlined in the Scope of Services. At least three (3) of these projects are with Massachusetts municipalities.

   Advantageous: A response will be considered advantageous if Respondent can demonstrate that the firm and Team have a demonstrated record of achievement in the timely completion of four (4) or more projects with similar tasks as those outlined in the Scope of Services. At least two (2) of these projects are with Massachusetts municipalities.

   Not Advantageous: A response will be considered not advantageous if Respondent demonstrates that the firm and Team have completed three (3) or fewer projects with similar tasks as those outlined in the Scope of Services. Key staff has little to no experience with the activities listed.
3. Examples of relevant work:

Each Firm must present brief examples of GHG Inventories, GHG Reduction Plans, and Climate Resilience Plans including links to online municipal data platforms. The Firm must agree to commit key staff to the project for the duration of the contract and may not replace key staff without consent of the City. The experiences of the firm will be rated as follows:

Highly Advantageous: The respondent has strong and demonstrable experience with each of the activities listed. The examples are of a similar scope with the activities in this RFQ and are in a clear, appealing, and usable format.

Advantageous: The respondent has strong and demonstrable experience with the activities listed. The examples are of a similar scope with the activities in this RFQ and are in a clear usable format.

Not Advantageous: The respondent has some experience with the activities listed. The examples are not of a similar scope with the activities in this RFQ.

4. Completeness and quality of response:

Highly Advantageous: A response will be considered highly advantageous if it is complete, concise, informative, and highly detailed. Response reflects that Respondent is able to perform in a superior manner acceptable to the City. The City is completely convinced about the Respondent’s ability to provide the level of services as required by the City. Response demonstrates excellent communication and documentation skills.

Advantageous: A response will be considered advantageous if it is complete, informative, and meets criteria for responsiveness. The City finds that the response reflects that Respondent is able to perform in an adequate manner acceptable to the City. Response demonstrates a good level of communication and documentation skills.

Not Advantageous: A response will be considered not advantageous if it lacks a comprehensive approach but meets criteria for responsiveness. The City finds response reflects that Respondent may be able to perform in a manner acceptable to the City. Communication and documentation skills appear only adequate.

5. Coordination skills and facilitation of a public process:

This project consists of the need to coordinate between many different stakeholder groups, including community groups, the general public, and City departments. The selected Firm will be expected to present and lead the facilitation of public processes. Coordination/facilitation skills will be rated as follows:
Highly Advantageous: A response will be considered highly advantageous if the respondent has strong past experience (more than 5 projects) in coordinating activities of multiple stakeholders and facilitating participatory public outreach events.

Advantageous: A response will be considered advantageous if the respondent has past experience (3 to 5 projects) in coordinating activities of multiple stakeholders and facilitating participatory public outreach events.

Not Advantageous: A response will be considered not advantageous if the respondent has limited past experience (1 to 2 projects) in coordinating activities of multiple stakeholders and facilitating participatory public outreach events.

6. Capacity to provide professional in-house and public platforms for data sharing:

The City intends to share information with the public as well as for internal collaboration. The Selected firm will provide one or more web-based platforms with which to provide this data:

Highly Advantageous: A response will be considered highly advantageous if the Respondent demonstrates the ability to provide one or more web-based platforms with the flexibility to be used internally to enter, share, evaluate, and present raw data, and can also be used by the public to find information on the areas of interest and to “drill down” to the level of information that is useful to them.

Advantageous: A response will be considered advantageous if the Respondent demonstrates the ability to provide one or more web-based platforms that can generally be used internally to enter, share, evaluate, and present raw data, and can also be used by the public to find information.

Not Advantageous: A response will be considered not advantageous if the Respondent demonstrates the ability to provide one or more web-based platforms that can be used internally to enter, share, evaluate, and present raw data and an independent platform for public presentation.

END OF SECTION- COMPARATIVE EVALUATION CRITERIA
V. SELECTION PROCESS

As a result of this RFQ, the City intends to award the contract to the responsible Respondent whose response is most advantageous to the City. All qualified technical responses will be reviewed and evaluated by the selection committee based on the established Comparative Evaluation Criteria set forth in this RFQ. Background checks, requests for additional information, and interviews will be performed as needed. The selection committee will then submit a recommendation to the Director of Purchasing who will review the recommendation and then open the fee schedule price responses, at which time a firm will be selected based on composite ratings and taking into account the price.

This Request for Qualifications does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for any services of any kind.

In the evaluation of the responses, the City, at its discretion, may obtain technical support from outside sources. The Respondents, by virtue of their response submissions, agree to fully cooperate with the personnel of such outside sources in the evaluation of their respective response. Failure to cooperate may result in the rejection of your Response.

If a contract is to be awarded as a result of this RFQ, it will be awarded within sixty (60) days after the opening of technical responses. When the City gives a Notice of Award to the Successful Respondent, within twenty (20) days, excluding Saturdays, Sundays and legal holidays, after the date of receipt of such notification, the Successful Respondent shall return the acknowledgement of the Notice of Award and other applicable documentation to the City. Within twenty (20) days thereafter the City will furnish the Contract for electronic signature via DocuSign.

END OF SECTION- SELECTION PROCESS
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 Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named business/organization, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

________________________
Signature of person submitting bid

________________________
Name of business/organization
CITY OF NEW BEDFORD

Jonathan F. Mitchell, Mayor

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 ___________________________, a __________________________ 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,
Responses, 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 responses 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 (Print)

______________________________________              (Affix Corporate Seal)
Signature

______________________________________  ______________________
Title       Date
CITY OF NEW BEDFORD, MASSACHUSETTS
LLC CERTIFICATE OF INCUMBENCY AND AUTHORITY

_______________________________________________________, LLC

I, _______________________, do hereby certify that:

1. I am the duly elected and acting ________________ of ___________________________________, LLC, a limited liability company organized and existing in good standing under the laws of the State of __________________ (the “Company”).

2. Attached hereto as Exhibit A is a true and correct copy of resolutions which were duly adopted by the members of the Company on ______________________________, 20____.

3. The attached resolutions have not been amended, rescinded or modified and are in full force and effect on the date hereof in the form originally adopted, and are in conformity with the Articles of Organization and Operating Agreement of the Company.

4. Attached hereto as Exhibit B is a true and correct copy of the Articles of Organization dated __________________, 20_____ and the Operating Agreement dated _________________, 20____.

5. The attached Articles of Organization and Operating Agreement have not been amended, rescinded, or modified and are in full force and effect on the date hereof.

6. The following persons are the Authorized Officers of the Company in the capacities indicated, and the signatures set forth after their names and titles are their true and genuine signatures.

<table>
<thead>
<tr>
<th>Name</th>
<th>Office</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Witness, my signature and the seal of the Company this _____ day of ___________________, 20____.

__________________________

Name:  
Title:
WHEREAS, the CITY OF NEW BEDFORD, MASSACHUSETTS, a municipal corporation, 133 William Street, New Bedford, Bristol County, Massachusetts 02740, hereinafter referred to as the “City,” acting by and through its Department of Environmental Stewardship, has need for a consultant for an On-Call Master Service Agreement to assist the City with climate action and resilience planning.

WHEREAS ________________, a corporation located at _________________________, hereinafter referred to as the “Consultant,” submitted a response to perform the Scope of Services of a Master Service Agreement described herein in Appendix “A” and undertake related duties and responsibilities required under this Agreement; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the City and Consultant hereby agree as follows:
PART I
SCOPE OF SERVICES
This is a Master Service Agreement. All individual projects will be submitted via a task order which will be attached to and made part of this agreement. The Scope of Services, Schedule, and Budget may be modified by written agreement of the City and Consultant, provided any such modification complies with applicable law. The Consultant shall perform services by specific Task Orders authorized by its response or on an as needed basis by Change Order or Work Order in accordance with this Agreement. The services are included but not limited to those described in Appendix A and incorporated into this contract. The Consultant shall staff the office with sufficient personnel to complete the services required by specific Task Orders in a prompt and continuous manner and shall meet the approval schedule and submittal dates established during the course of each task order.

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

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

2. **Prices; Term**: The price and term will be outlined in the individual task orders for each project. The Term of this Master Service Agreement shall be for three years, beginning ________ and ending ________.

3. **Services Actual Amount**: The services required for the proposed contract are an amount to be determined on an on-going basis per task order.

4. **Appropriation; Termination**: The City may terminate this Agreement if funds are not appropriated and/or provided to support continuation of performance beyond the first Twelve (12) Months.

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

6. **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 ensure that the goods or services are complete and are as specified in the Contract.

7. **The Consultant**: ______________________________.
8. **Commencement:** All schedules set forth in the Scope of Services commence upon the execution of this Agreement.

9. **Compensation:** The Consultant shall be compensated by the City at the rates set forth in the individual task orders. Compensation will be based on the proposed price to perform the respective Task. Total compensation for all services rendered by the Consultant of this Agreement shall be in accordance with the price outlined in the individual task orders for each project, unless authorized by a Change Order duly executed by Consultant and the City.

10. **Invoices:** Consultant shall submit a monthly invoice no later than the 15th day of each month for services rendered the previous calendar month. Invoices shall include an attached progress report clearly describing the monthly and cumulative progress for each task. Where applicable, invoices shall include a description of services provided, labor categories, and for each labor category the hourly rate(s) and number of hours billed. The City will compensate Consultant for each task, or percentage thereof, completed during the invoiced month. The City shall make all reasonable efforts to process payments within thirty (30) days from the date of receipt of each invoice. The City shall give prompt written notice of any disputed invoice amount and shall pay the amount not in dispute.

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

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

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

13. **Delays:** Consultant shall not be responsible for failure to perform or for delays in the performance of services that arise out of causes beyond the control and/or without the fault or negligence of Consultant. Consultant shall notify the City promptly in writing whenever a delay is anticipated or experienced, and to inform the City of all facts and details related to the delay.
14. **Services for Use of City:** Consultant’s services shall be performed on behalf of and solely for the benefit and exclusive use of the City and the City’s agents and designees for the limited purpose set forth in this Agreement. The City acknowledges that Consultant’s services require decisions that are not necessarily based upon science, but rather upon judgmental considerations.

15. **Ownership and Use of Documents:** All documents prepared or received by Consultant in its performance of this Agreement, including all drawings, designs, specifications, notes, field notes, computer files, data and other documents shall be delivered to and become the property of City. Consultant agrees not to assert any rights or establish any claim under patent, copyright or other laws with respect to the City’s ownership of said documents and hereby grants the City an irrevocable royalty-free license to all such documents, including the right to use them on any other City projects without additional cost to the City. Consultant bears no responsibility whatsoever for reuse by the City of documents prepared under this Agreement for any other purpose than originally intended. Consultant shall at all times obtain the prior written approval of the City before it, any of its officers, agents, employees or subcontractors, either during or after termination of this Agreement, makes any statement bearing on the work performed or data collected under this Agreement to the press or issues any material or publication through any medium of communication. If the Consultant, or any of its officers, agents, employees or subcontractors, publishes a work dealing with any aspect of performance under this Agreement, or of the results and accomplishments attained in such performance, the City shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the publication.

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

17. **Independent Contractor:** Consultant is an independent contractor, solely responsible for methods and means used in performing the services under this Agreement, and is not an employee, agent, or partner of the City. Consultant is not authorized to enter into any agreement with any party on behalf of the City.
18. **Certifications:** Consultant certifies under the pains and penalties of perjury pursuant to M.G.L. c. 62C, § 49A that the Consultant has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes; and pursuant to M.G.L. 151A, § 19A(b), has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions to the Employment Security System; and with all laws of the Commonwealth relating to Worker’s Compensation, M.G.L. c. 152.

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

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

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

22. **Notices:** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by certified mail to ______________________________ for the Consultant and 133 William Street, Purchasing Department Room 208, New Bedford, Massachusetts, 02740 for the City.
23. **Representations; Reliance:** In entering into this Agreement, the City and Consultant have relied only upon the representations set forth herein. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which the City or Consultant relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between the City and Consultant.

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

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

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

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

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

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

30. **Termination for Convenience:** The City may terminate or suspend performance of this Agreement for the City’s convenience upon Consultant’s receipt of written notice from the City. Consultant shall terminate or suspend performance on a schedule acceptable to the City, and the City shall pay Consultant for all the services performed through and including the date of Consultant’s receipt of such notice. Upon restart, if performance is suspended hereunder, an equitable adjustment may be made to Consultant’s compensation and schedule. An equitable adjustment shall not apply to work suspended or terminated due to Consultant’s failure to perform in accordance with the terms of this Agreement. Upon termination of this Agreement, with or without cause, Consultant shall, within 14 days, submit to the City all documents and information, as described in Paragraph 15 above herein, in its possession, and shall submit final payment invoice information. The City shall not make final payment until Consultant submits all said documents and information. The City shall place in escrow any amount of the final payment that it disputes is due, and, upon placing said amount in escrow, Consultant shall surrender all said documents and information as though it had been paid in full.

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

32. **Successors and Assigns:** The City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement. Neither the City nor the Consultant shall assign or transfer any interest in the Contract without the written consent of the other.

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

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

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

36. **Laws Governing Consultant:** Consultant’s activities hereunder shall be governed by the laws of the Commonwealth of Massachusetts, unless otherwise specified.

37. **Entire Agreement:** This Agreement, together with all Attachments, Appendices, Addenda (if applicable), the Certificate of Non-Collusion, Vote of Corporation Authorizing Execution of Corporate Agreements, and Certificate as to Payment of State Taxes constitute the entire Agreement between the City and Consultant and supersede all prior written or oral understandings. This Agreement and said Attachments, Appendices, Certificate of Non-Collusion, Vote of Corporation Authorizing Execution of Corporate Agreements and Certificate as to Payment of State Taxes may only be amended, supplemented, modified or canceled by a written instrument duly executed by the City and Consultant.

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

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

40. **Subcontractor:** No Subcontractor to the Consultant shall have recourse against the City for payment of monies alleged to be owed to the Subcontractor by the Consultant, and the Consultant shall include in all contracts with its Subcontractors language so providing.

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

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS
AGREEMENT, AS OF THE DATE FIRST SET FORTH ABOVE.

<table>
<thead>
<tr>
<th>Consultant</th>
<th>City of New Bedford, Massachusetts</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By: Jonathan F. Mitchell</td>
</tr>
<tr>
<td>Title:</td>
<td>Title: Mayor</td>
</tr>
<tr>
<td>CERTIFIED that funds are available</td>
<td>Department of Environmental Stewardship</td>
</tr>
<tr>
<td>By: Brennan Morsette</td>
<td>By: Michele Paul</td>
</tr>
<tr>
<td>Title: Assistant City Auditor</td>
<td>Title: Director</td>
</tr>
<tr>
<td>APPROVED as to Form and Legality</td>
<td>Chief Financial Office</td>
</tr>
<tr>
<td>By: Elizabeth McNamara</td>
<td>By: Michael Gagne</td>
</tr>
<tr>
<td>Title: First Assistant City Solicitor</td>
<td>Title: Interim Chief Financial Officer</td>
</tr>
<tr>
<td>Purchasing Department</td>
<td></td>
</tr>
<tr>
<td>By: Molly Gilfeather</td>
<td></td>
</tr>
<tr>
<td>Title: Director of Purchasing</td>
<td></td>
</tr>
</tbody>
</table>
SAMPLE TASK ORDER # – CONTRACT# 22171123

TO MASTER SERVICES AGREEMENT

BETWEEN

CITY OF NEW BEDFORD & __________________________

FOR MASTER SERVICES

PROJECT NAME

This is Task Order #__ dated _______ attached to and made part of the Master Service Agreement #22171123 between _____________ (Consultant) and the City of New Bedford (City).

This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for Task Order #____ known as: _______Project Name___________ as follows:

The Consultant shall provide Consulting Services for the _______________ Project. The project is separated into ____________ phases (if any):

LIST PHASES

This Task Order #__ only includes Scope of Services, Time Schedule, Charges and Payment Conditions for the first phase, the _________________. Tasks under the _________________phases will not be performed unless a written change order is duly executed by the Consultant and the City. The ________________ will identify the scope of work for the future phases, __________________________, and include an estimated cost of construction. The ______________________ package, as agreed in Article 1 below, will be submitted to the City for budgeting purposes prior to the development of the ________________

The intended scope of work involves the following:

The following Sub-Consultants will provide professional services to Consultant:

ARTICLE 1 – SERVICES PROVIDED
The scope of work for this project shall include the services and tasks as outlined herein:

Article 2 – Compensation

The City will compensate the Consultant for the satisfactory performance of the above noted services. The Consultant shall submit a monthly invoice to the City in accordance with the MSA contract #22171123 between the parties. Total compensation for all services rendered by Consultant under this Task Order, has been negotiated by the City and Consultant and shall not exceed $________ unless authorized by a written Change Order duly executed by the Consultant and the City.

The $________ amount breaks down as follows:

No Sub-Consultant to Consultant shall have recourse against the City for payment of monies alleged to be owed to the Sub-Consultant by the Consultant, and Consultant shall include in all contracts with its Sub-Consultant language so providing.

Article 3 – Schedule