

REQUEST FOR PROPOSALS
CITY OF NEW BEDFORD, MASSACHUSETTS

TOURISM STRATEGIC PLAN

IFB #21698103



Proposals Due: May 7, 2021 at 12:00 p.m.

Jonathan F. Mitchell
Mayor

New Bedford Public Schools
455 County St.
New Bedford, MA 02740



CITY OF NEW BEDFORD
MASSACHUSETTS

Advertisement

REQUEST FOR PROPOSALS

Tourism Strategic Plan

RFP # 21698103

The City of New Bedford Purchasing Department, in conjunction with the Tourism Department, is seeking proposals from qualified respondents with experience in tourism and destination marketing to work in collaboration with the City's Department of Tourism and Marketing staff to create a comprehensive 5-year strategic plan to support marketing of the city to tourists and attract visitors to New Bedford. Specifically, the project would include a five-year marketing and tourism strategic plan and one-year implementation plan, including consultation with relevant stakeholders within and outside of City government and with the community at large. Proposers should provide detail about project cost, time for completion and process/methodology.

Sealed proposals will be received by the Purchasing Department until **Friday, May 7, 2021 at 12:00 p.m. EST** but will be opened that same day at 12:30 p.m. to account for Covid-19 delays. All proposals must be submitted via mail or in-person delivery to the Purchasing Department, 133 William Street, Room 208, New Bedford, MA 02740. For in-person delivery prior to the proposal opening date, proposals may be dropped off in the white city mailbox located in front of City Hall's Sixth Street entrance. On the day of the proposal opening, proposals delivered in-person must be delivered inside City Hall to the Purchasing Department, Room 208, between 9:00 am and 12:00 pm. To arrange an alternate time for in-person delivery, please email purchasing@newbedford-ma.gov. We strongly recommend submitting proposals via mail delivery service. Proposers must email purchasing@newbedford-ma.gov to confirm they have submitted a proposal. As this is an RFP, the opening will not be public. Proposals received after the above time and date will be rejected and returned unopened.

Project documents may be obtained beginning on **Tuesday, April 6, 2021** 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 proposals, 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

**TOURISM 5-YEAR STRATEGIC PLAN
RFP # 21698103**

I. PROPOSAL CONDITIONS

1. PROPOSALS

Sealed proposals herein specified as Tourism Strategic Plan for the City of New Bedford, MA will be received at the City of New Bedford's Purchasing Department on or **before Friday, May 7, 2021 at 12:00 p.m.** Technical proposals will be opened at 12:30 p.m. to accommodate for Covid-19 delays as some departments within City Hall are still not fully accessible to the public without scheduled appointments. As this is an RFP, the opening will not be public.

2. SUBMITTAL

Sealed proposals will be received by the Purchasing Department **by Friday, May 7, 2021 at 12:00 p.m.** EST. All proposals must be submitted via mail or in-person delivery to the Purchasing Department, 133 William Street, Room 208, New Bedford, MA 02740. For in-person delivery prior to the proposal opening date, proposals may be dropped off in the white city mailbox located in front of City Hall's Sixth Street entrance. On the day of the proposal opening, proposals delivered in-person must be delivered inside City Hall to the Purchasing Department, Room 208, between 9:00 am and 12:00 pm. To arrange an alternate time for in- person delivery, please email purchasing@newbedford-ma.gov. We strongly recommend submitting proposals via mail delivery service. Proposers must email purchasing@newbedford-ma.gov to confirm they have submitted a proposal. Proposals received after the above time and date will be rejected and returned unopened. A Vendor may correct, modify, or withdraw a proposal by written notice received in the office of the Purchasing Department prior to the time and date set for the proposal opening. After proposal opening, a Vendor may not change the price or any other provision of the proposal in a manner prejudicial to the interests of the governmental body or fair competition. The procurement officer shall waive minor informalities or allow the Vendor to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the procurement officer shall correct the mistake to reflect the intended correct proposal and so notify the Vendor in writing. A Vendor may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident.

3. ENVELOPE LABELING

Technical proposals and price proposals must be submitted in sealed separate, plain, opaque envelopes and must be clearly marked "RFP # 21698103 TOURISM STRATEGIC PLAN- TECHNICAL PROPOSAL" and "RFP # 21698103 TOURISM STRATEGIC PLAN- PRICE PROPOSAL." The date and time of the proposal opening as indicated on the proposal 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 proposals not properly marked.

4. TIME

All proposals received after the time stated in the Notice to Proposers will be rejected and will be returned to the Vendor unopened. The Vendor assumes the risk of any delay in the mail or in the handling of the mail by employees of the City.

5. REGULAR PROPOSAL

All information required by the Notice to Proposers, Specifications and Proposal Offer in connection with each item against which a proposal is submitted must be provided to constitute a regular proposal. No alteration, erasure or addition is to be made in the typewritten or printed matter. The submission of a proposal will be construed to mean that the Vendor is fully informed as to the extent and character of the service required and is representation that the Vendor 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 Vendor, should be typewritten for legibility. Illegible or vague proposals may be rejected. All signatures must be written. Facsimile, printed or typewritten signatures are not acceptable. All proposal prices must be presented so that the total cost is clearly understandable.

7. RFP QUESTIONS & ADDENDA

Questions concerning this specification must be submitted via email to purchasing@newbedford-ma.gov by **Tuesday, April 27, 2021, at 5:00 PM**. City responses will be emailed as an addendum to all Vendors on record as having pulled RFP documents (by emailing purchasing@newbedford-ma.gov), and will post all addenda to the City's website. Failure of any Vendor to receive any such addendum or interpretation shall not relieve any Vendor from any obligation under this proposal as submitted. No oral interpretations will be made to any proposer as to the meaning of any provision of the Request for Proposals or other contract documents. Failure to acknowledge all addenda may result in your proposal being rejected as non-responsive.

8. AWARDS

The contract will be awarded to the responsible and responsive proposer offering the most advantageous proposal meeting the specifications within this RFP. One contract will be awarded to the one responsive and responsible Proposer whom the City of New Bedford determines offers the most advantageous proposal, taking into consideration all required qualifications, submission requirements and selection criteria set forth in the RFP, 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 proposals 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 contract 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 PROPOSALS

The City of New Bedford reserves the right to reject all proposals. Also reserved is the right to reject for cause any proposal 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

The Request for Proposals, Attachments 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.

11. PROPOSAL REQUIREMENTS

The Successful Vendor must meet all specifications. Any proposal which does not meet these requirements is nonresponsive, incomplete, conditional, or obscure and will be rejected. Any proposal which contains additions not called for, or irregularities of any kind, is non-responsive will be rejected.

12. SPECIFICATION INTENT

It is the intention of this RFP to establish and define the services that are to be provided and to determine the capability and experience of the vendors 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 proposal shall be net and shall not include the amount of any such tax.

14. SIGNED PROPOSAL

A proposal must be signed as follows: (1) if the vendor is an individual, by her/him personally; (2) if the vendor is a partnership, by the name of the partnership, followed by the signature of each general partner; and (3) if the vendor 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 proposal is being submitted by an entity other than an individual, partnership or corporation, the proposal must include written evidence of the vendor's authority from the entity to submit the proposal in the form of legally binding documentation.

END OF SECTION- PROPOSAL CONDITIONS

II. GENERAL REQUIREMENTS

- 1.** There will be no scheduled conference. No oral interpretations will be made to any proposer as to the meaning of any provision of the Request for Proposals or other contract documents.
- 2.** The Proposer 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 insurances' will be required prior to executing a contract.
- 3.** All submitted proposals 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 proposal opening. If a contract is to be awarded as a result of this RFP, it will be awarded within a thirty (30) 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 Proposers should take this factor into consideration and be calculated accordingly.

- 4.** The City reserves the right to reject any and all proposals, and to make awards in a manner deemed in the best interest of the City.
- 5.** The Proposer 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.** All proposal prices stated must be firm.
- 7.** When submitting a proposal, the Proposer shall submit only one (1) original of the technical proposal and one (1) original of the price proposal and if the City accepts said proposal, it shall constitute part of the contract. Printing shall be double sided.
- 8.** Before submitting a proposal, each Proposer must make a careful study of the specifications contained in this Request for Proposal document and fully assure themselves as to the quality, quantity and type of services that the City is seeking to have performed.
- 9.** The proposal 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 of New Bedford.
- 10.** The Proposer 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 proposer 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 Awardee covenant 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 proposers must include a signed and completed Insurance and Indemnification Agreement.

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

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

12. The contract agreement will be in the form customarily employed by the City and is attached hereto as a sample.
13. The proposal 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 proposers must submit a signed and completed Non-Collusion and Tax Compliance Form.

14. The following list has been prepared for the convenience of the Proposers. Proposer is responsible for verifying and determining the required forms to be submitted with his/her proposal. Proposers shall complete and submit the following attachments with their Technical Proposals in accordance with the Instruction to Proposers and the Request for Proposals:

- Technical Proposal
- Price Proposal
- 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. Rule for Award:

One contract will be awarded to the most responsive and responsible Proposer whom the City determines offers the most advantageous proposal, taking into consideration all evaluation criteria set forth in the RFP, as well as price. If the City deems it in the best interest of the City, more than one contract may be awarded.

The contract that is awarded as a result of this Request for Proposals will be effective upon completed execution of a contract signed by both the successful Proposer and the appropriate City officials. The contract will be for a period of no more than three years starting five days following the effective date of the agreement.

The City is not liable for any costs incurred by the respondents as part of the preparation of his/her submission.

TERMINATION CLAUSE

If at any time the Vendor fails to fulfill or comply with any of the requirements of this proposal/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 firm.

END OF SECTION – GENERAL REQUIREMENTS

III. SCOPE OF SERVICES

Background

New Bedford, Massachusetts, population 100,000, is a vibrant seaport city with a rich maritime history. Until the mid-1800s, New Bedford's industrious Quaker forebears made the city a beacon of tolerance, center for the abolitionist movement, major stop on the Underground Railroad and the first free home of Frederick Douglass, and the largest whaling port in the world – making New Bedford one of the planet's wealthiest cities.

A century later, the boon of the textile industry swelled the total population, spurred the development of vast new ethnic neighborhoods, and expanded the city's growth to the north and south. Within the last century, commercial fishing and processing secured national prominence as a center of global commerce connected to the sea. Today, New Bedford's commercial fishing fleet, recreational, and research vessels have replaced the hulking whaling ships of the past, and the city has been the No. 1 commercial fishing port in the United States for the past two decades.

Beaches, museums, parks, dining, arts, culture – today, New Bedford has serious potential as a tourism destination in New England, and seeks to activate its assets to attract visitors from near and far to the city.

Scope of Services

The City of New Bedford's Department of Tourism & Marketing (www.destinationnewbedford.org) seeks to engage a consultant with experience in tourism and destination marketing to work in collaboration with the City's Department of Tourism and Marketing staff to create a comprehensive 5-year strategic plan to support marketing of the city to tourists and attract visitors to New Bedford.

Specifically, the project would include a five-year marketing and tourism strategic plan and one-year implementation plan, including consultation with relevant stakeholders within and outside of City government and with the community at large. Proposers should provide detail about project cost, time for completion and process/methodology.

Specific tourism promotion and destination marketing planning services that are required by this RFP's scope of services include but are not limited to the following:

- The selected consultant will interview community stakeholders, including those suggested by the Department of Tourism & Marketing, to solicit their perspective on existing tourism conditions and stakeholders' suggestions on tourism moving forward
- Analysis of the current/anticipated tourism market for the region, and the performance (e.g., needs, strengths, weaknesses, and opportunities) of the City's existing tourism efforts

- A strategic plan that identifies strategies to promote and expand tourism in the City using industry best practices
- Developing a plan section for strategic recovery post-COVID, which prioritizes the most important areas of tourism on which to focus after the pandemic
- Identify unique assets, opportunities and events, both existing and potential, that the city has to attract visitors, and make recommendations on improving upon existing assets and initiating new events
- Recommendations around sustainable tourism growth, and a structure to support marketing of and travel to the city, including recommendations to organize the City's Department of Tourism & Marketing or an alternate/additional structure to support tourism
- Identifying suitable partners to aid in growing tourism and visitor-oriented events in the city
- The strategic plan will recommend key strategies and tactics to capitalize on New Bedford's strengths, including its location on the coast of Southeastern Massachusetts, its rich historical, cultural, arts, and culinary traditions, its unique events including one of the nation's largest ethnic festivals, and its status as America's top commercial fishing port
- Comparisons to strategies employed by cities of similar size and geographic features, such as Portland, ME; Savannah, GA; and Charleston, SC

END OF SECTION- SCOPE OF SERVICES

IV. COMPARATIVE EVALUATION CRITERIA

Each competing firm must submit a plan to complete the scope of work presented herein, including the approach and timeline. Please include all assumptions and any information on which you plan to rely on the City to provide. Evaluations of submitted proposals will be conducted according to the ability to meet requirements listed in the RFP. Proposals will be evaluated utilizing a weighted scale totaling 100 points. The rating that each criterion receives will be used to compile a composite rating for each proposer, to be used in the RFP selection process.

1. Proposed Development Process (40%): The proposal clearly describes the Proposer's approach and provides a realistic timeline that accomplishes the scope of work as defined in the RFP within the timeframe allotted.
2. Relevant Experience (25%): The principal staff and subcontractors assigned to the project must have directly-related experience on at least three (3) similar projects and/or a demonstrated capacity to provide the services described in the scope of work. Please provide a write up of relevant experience in your technical proposal.
3. Demonstrated Understanding of the City's Needs (25%): The proposal demonstrates an understanding of New Bedford's historical and cultural uniqueness and the fiscal and organizational challenges going forward. Preference will be given to firms with demonstrated experience in communities with similar characteristics or planning for organizations with similar strengths and challenges.
4. Professional References (10%): The proposal provides at least three (3) professional references from previous clients and all tourism and marketing studies undertaken by the firm over the past five (5) years.

END OF SECTION- COMPARATIVE EVALUATION CRITERIA

V. SELECTION PROCESS

As a result of this RFP, the City of New Bedford intends to award the contract to one Proposer from the proposals received. All proposals will be submitted to the Chief Procurement Officer as outlined above. The department responsible for evaluation will review all proposals, rate each of the Comparative Evaluation Criteria questions and assign a composite rating for each proposal. Background checks, requests for additional information, and interviews will be performed as needed. The evaluators will then submit a recommendation to the Director of Purchasing who will review the recommendation and then open the price proposals, at which time a firm will be selected based on composite ratings and taking into account the price.

This Request for Proposals 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 proposals, the City, at its discretion, may obtain technical support from outside sources. The Proposers, by virtue of their proposal submissions, agree to fully cooperate with the personnel of such outside sources in the evaluation of their respective proposal. Failure to cooperate may result in the rejection of your Proposal.

END OF SECTION- SELECTION PROCESS

SAMPLE AGREEMENT

CITY OF NEW BEDFORD, MASSACHUSETTS AGREEMENT FOR PROFESSIONAL SERVICES

Contract # 21698103

Tourism Strategic Plan

DATE:

WHEREAS, the **CITY OF NEW BEDFORD, MASSACHUSETTS**, a municipal corporation, 133 William Street, New Bedford, Bristol County, Massachusetts 02740, hereinafter referred to as the “City,” acting by and through its Tourism Department, has need for a consultant to execute a strategic plan for the City’s Tourism Department.

WHEREAS WRITE IN VENDOR, a [corporation, business, etc.] located at WRITE IN ADDRESS, hereinafter referred to as the “Consultant,” submitted a proposal to perform the Scope of Services described herein in Appendix “A” and undertake related duties and responsibilities required under this Agreement; and

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

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

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

PART I SCOPE OF SERVICES

The complete Scope of Services, Schedule, and Budget for performance of the Scope of Services are contained herein in Appendixes A, and B and C respectively [remove/change reference to appendixes if they vary from A, B, and C] . The Scope of Services, Schedule, and Budget may be modified by agreement of the City and Consultant, providing any such modification complies with applicable law. The Consultant shall perform services by specific Task authorized by its proposal or on an as needed basis by Change Order or Work Order in accordance with this Agreement.

PART II TERMS AND CONDITIONS

The City's engagement of the Consultant is under the following terms and conditions that form an integral part of this Agreement:

1. **Scope:** The Scope of Services, Schedule, and Budget encompass the entire time of performance of the Agreement regardless of whether the term exceeds one (1) year. See Appendix A for full Scope of Services.
2. **Prices; Term:** All prices contained in this agreement shall remain the same throughout the term of the Agreement. The term of this contract shall be for insert number of months, beginning insert date and ending insert date. This contract may be extended insert term [once, twice, etc.] for additional term(s) of insert number of months [usually twelve] upon mutual agreement of both parties. If option to renew is exercised for additional term(s), the rate and terms will remain the same.
3. **Appropriation; Termination:** The City may terminate this Agreement if funds are not appropriated to support continuation of performance beyond the first year.
4. **Payment Responsibility:** Payment to Consultant is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
5. **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.

6. **The Consultant:** 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 “Consultant” shall be understood to refer to any other such label used.
7. **Commencement:** All schedules set forth in the Scope of Services commence upon the execution of this Agreement.
8. **Compensation:** The City will compensate Consultant for the satisfactory performance of the Tasks included in the Scope of Services as agreed upon in Appendix A. Compensation will be based on the proposed price to perform the respective Task. Total compensation for all services rendered by the Consultant under this Agreement shall not exceed _____, unless authorized by a Change Order duly executed by Consultant and the City.
9. **Invoices:** Consultant shall submit a (SPECIFY FREQUENCY) invoice in the amount of _____ no later than the _____ for services rendered the previous _____. 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.
10. **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

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

11. **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.

12. **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.
13. **Services for Use of City:** Consultant's services will be performed on behalf of and solely for the benefit and exclusive use of the City and the City's agents and designees for the limited purpose set forth in the Agreement. The City acknowledges that Consultant's services require decisions that are not necessarily based upon science, but rather upon judgmental considerations.
14. **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.
15. **Confidential Information:** Consultant acknowledges that its services hereunder are being rendered to the City of New Bedford Tourism Department. 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 Tourism Department, 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.
16. **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.

17. **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.
18. **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.
19. **Appropriations; City's Obligations:** Appropriations for expenditures by the City and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the City is the twelve (12) month period ending June 30 of each year. The obligations of the City under this Agreement for the present or any subsequent fiscal year following the fiscal year in which the Agreement is executed are subject to appropriation by the City of funds sufficient to discharge the City's obligations that accrue in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Agreement shall be terminated immediately upon the Consultant's receipt of notice to said effect without liability or damages, penalties or other charges arising from such early termination. Expenditures under this Agreement for services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated or authorized for said fiscal year. The Consultant's yearly costs, as contained herein, may not exceed the amount appropriated for the year.
20. **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.
21. **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, Room 208, New Bedford, Massachusetts, 02740 for the City.
22. **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.

23. **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.

24. **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.

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

26. **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.

27. **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.

28. **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.

29. **Termination for Convenience:** The City may terminate or suspend performance of this Agreement for the City's convenience upon Consultant's receipt of written notice from the City. Consultant shall terminate or suspend performance on a schedule acceptable to the City, and the City shall pay Consultant for all the services performed through and including the date of Consultant's receipt of such notice. Upon restart, if performance is suspended hereunder, an equitable adjustment may be made to Consultant's compensation and schedule. An equitable adjustment shall not apply to work suspended or terminated due to Consultant's failure to perform in accordance with the terms of this Agreement. Upon termination of this Agreement, with or

without cause, Consultant shall, within 14 days, submit to the City all documents and information, as described in Paragraph 13 above herein, in its possession, and shall submit final payment invoice information. The City shall not make final payment until Consultant submits all said documents and information. The City shall place in escrow any amount of the final payment that it disputes is due, and, upon placing said amount in escrow, Consultant shall surrender all said documents and information as though it had been paid in full.

30. **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.
31. **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.
32. **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.
33. **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.
34. **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.

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

36. **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.

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

38. **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.

39. **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 insert day DAY OF insert month, insert year.

Write in Consultant's Company Name _____ By: Write in consultant's name Title: Write in consultant's title	City of New Bedford, Massachusetts _____ By: Jonathan F. Mitchell Title: Mayor
CERTIFIED that funds are available _____ By: Robert Ekstrom Title: Auditor	Tourism Department _____ By: Brooke Vinagre Title: Director of Tourism
APPROVED as to Form and Legality _____ By: Elizabeth Lydon Title: Associate City Solicitor	Chief Financial Office _____ By: Ari Sky Title: Chief Financial Officer
Purchasing Department _____ By: Molly Gilfeather Title: Director of Purchasing	

END OF SAMPLE CONTRACT

REQUIRED FORMS FOLLOW

PLEASE BE SURE TO SUBMIT THEM WITH YOUR TECHNICAL PROPOSAL

**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



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, 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 (Print)

Signature

(Affix Corporate Seal)

Title

Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">-</td> </tr> <tr> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">-</td> </tr> <tr> <td colspan="10" style="text-align: center;">OR</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> <td style="width: 30px; height: 25px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">-</td> </tr> </table>	Social security number																					-																					-										OR										Employer identification number																					-									
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<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>	
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Sign Here	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.