

**REQUEST FOR PROPOSALS  
CITY OF NEW BEDFORD,  
MASSACHUSETTS**

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**Opioid Abatement Funds**

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**RFP #25510138**

**Proposals Due: Monday, June 16, 2025 at 2:00 pm**

Jonathan F. Mitchell, Mayor  
133 William Street  
New Bedford, MA 02740

Health Department  
1213 Purchase Street  
New Bedford, MA 02740



## CITY OF NEW BEDFORD MASSACHUSETTS

### Advertisement

### REQUEST FOR PROPOSALS

#### Opioid Abatement Funds

**RFP #25510138**

The City of New Bedford (“City”) Purchasing Department, in conjunction with the City of New Bedford Health Department is seeking proposals from qualified organizations to provide programs or services in alignment with the priority strategies in the New Bedford Opioid Abatement Funds Community Assessment and the Massachusetts State Subdivision Agreement for Statewide Opioid Settlements, available from <https://gnbotf.org/abatement-funds/>. This solicitation is bid in accordance with MGL Chapter 30B.

Copies of the RFP may be obtained beginning on **Monday, May 12, 2025**, by visiting the City of New Bedford webpage, <https://www.bidnetdirect.com/massachusetts/newbedford>.

Responses will be received by the Purchasing Department until **Monday, June 16, 2025 at 2:00 PM**. Responses must be submitted *electronically* via the City of New Bedford Solicitation webpage on BidNet Direct: <https://www.bidnetdirect.com/massachusetts/newbedford> until the above time and date. Emailed and/or faxed responses will not be accepted.

If, at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed to the same time on the next normal business day.

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

Responses **must** include **ALL DOCUMENTS** required by the Request for Proposals and strictly follow its instructions. The City of New Bedford reserves the right to waive any informality, error, or omission in, or to reject, any or all responses, if it deems such waiver or rejection to be in its best interest. A contract will be awarded within 60 days of submission deadline, or a later date as determined at the sole discretion of the City.

The City encourages women and minority-owned firms to apply.

#### Awarding Authority

City of New Bedford Purchasing Department

Molly Gilfeather Rodriguez

Director of Purchasing

## **SECTION I: INSTRUCTIONS TO PROPOSERS**

### **1. PROPOSALS**

Responses herein specified as **Opioid Abatement Funds** will be received via electronic submission on <https://www.bidnetdirect.com/massachusetts/newbedford> at the City of New Bedford's Purchasing Department on or before **Monday, June 16, 2025, at 2:00 p.m.** As this is an RFP, the opening will not be public.

### **2. SUBMITTAL**

Submissions received after the above time and date will be rejected. A proposer may correct, modify, or withdraw a proposal by prior to the time and date set for the proposal opening. After the opening, a proposer may not change any provision of their proposal 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 proposal are clearly evident on the face of the proposal document, the City shall correct the mistake to reflect the intended correct proposal and so notify the Proposer in writing. A Proposer 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. REGULAR PROPOSAL**

All information 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 Proposer is fully informed as to the extent and character of the service required and is representation that the proposer can furnish the manpower and equipment necessary to properly render the desired service.

### **4. TYPEWRITTEN**

Prices and information required, with the exception of the signature of the proposer should be typewritten for legibility. Illegible or vague submissions 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.

### **5. RFP QUESTIONS & ADDENDA**

Questions concerning this Specification **must** be submitted online by visiting <https://www.bidnetdirect.com/massachusetts/newbedford>. Once logged in and viewing the notice online, use the "Ask a Question" button at the top of the page. If assistance is needed, please contact BidNet's Vendor Support Department at 800-835-4603, Option 2.

Questions are due by **Thursday, June 5, 2025 at 5:00 PM**. City responses issued as addenda via Bidnet Direct. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligation under this bid 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 submission being rejected as non-responsive.

### **6. AWARDS**

The contract will be awarded to the most qualified, responsible and responsive proposers providing the most advantageous proposals meeting the specifications within this RFP and taking into consideration all required qualifications, submission requirements, selection criteria set forth in the RFP, and price. Emphasis in selecting firms shall be placed on the chosen firm's experience on similar past projects and overall experience within this category of work. In addition, before final selection, diversity of the highest scoring projects' scopes will be assessed to ensure adequate coverage of opioid-related priorities.

It is understood that the City may use all means at its disposal to evaluate the proposals received on these criteria, and the final decision as to the best overall offer, as to suitability of the services offered to fit the needs of the City.

No proposal will be accepted from, or contract awarded to any person, organization, or corporation that is in arrears or is in default to any Massachusetts municipality or has failed previously to perform faithfully any previous contract with a municipality.

## **7. PROCESS FOR ENTERING INTO AGREEMENT**

The Proposer(s) whose Proposal is found to be the "Most Advantageous" to the City will be offered the contract award.

## **8. REJECT SUBMISSIONS**

The City 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.

## **9. CONTRACT**

This RFP, submission by the Successful proposer(s), 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 sample contract is included in this RFP. No changes in contract language will be accepted unless expressly agreed to by the City in writing prior to the proposal deadline. Proposers are encouraged to have their legal team review the contract language prior to submitting a proposal.

## **10. PROPOSAL REQUIREMENTS**

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

The attention of all Proposers 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. Proposers 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 Proposers must use the same business name throughout all bidding documents, and for the Successful Proposer, throughout all contract documents. Examples of these documents include the proposal, vote of corporation, W-9, and certificate of insurance. Any Proposer with multiple and/or inconsistent business names for one business may be rejected by the City.

## **11. 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 Proposers desiring to provide such services.

## **12. TAXES**

No charge will be allowed for federal, state, or municipal sales and excise taxes since the City is exempt from such taxes.

## **13. SIGNED PROPOSAL**

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

#### **14. LICENSING**

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

#### **15. NON-PERFORMANCE**

In the event that a Successful Proposer does not fulfill its obligations under the terms and conditions of this contract, the City shall notify the Successful Proposer in writing. If the Successful Proposer 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 Proposer in the event that the contract is terminated under non-performance.

### **END OF SECTION- INSTRUCTION TO PROPOSERS**

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## **SECTION 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 insurance 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 sixty (60) daytime period, or a later date as determined at the sole discretion of the City.

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. Any and all proposal prices stated must be firm.
7. When submitting a proposal, the Proposer shall submit only one (1) original of the technical and price proposals through BidNet Direct.
8. Before submitting a proposal, each Proposer must make a careful study of the specifications contained in this Request for Proposals 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.
10. The Proposers 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 Proposers 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.

Successful Proposers agree 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 Proposers 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; and
- e. Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per accident.

Any awarded bidder who does not carry a worker's compensation insurance coverage to protect himself personally from work-related injuries hereby releases, holds harmless and indemnifies the City from any injuries that may occur to the awarded bidder himself during the course of the project. In no way does this provision affect the absolute duty of every awarded bidder to provide worker's compensation insurance coverage to each and every one of their employees and himself according to the provisions of this Agreement and all applicable state and federal laws.

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

All Insurance Certificates must contain a clause indicating that certificate holders be given a minimum of 30 days' written notice prior to the cancellation of the awarded bidder's insurance, except for nonpayment. The awarded bidder must furnish the certificate referred to above as an express condition precedent to the awarded bidder's duty to make any progress payments to contractor pursuant to this Agreement.

The awarded bidder hereby acknowledges its obligation under the forgoing paragraph to indemnify the City of New Bedford against judgments suffered because of the awarded bidder's work and to assume the cost of defending the City against claims as described in the forgoing paragraph.

THE AWARDED BIDDER MUST FURNISH THE CITY OF NEW BEDFORD WITH A SIGNED CONTRACT AGREEMENT AND A VALID CERTIFICATE OF INSURANCE AT THE TIME THE CONTRACT IS SIGNED.

12. The contract agreement shall 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. Proposers are responsible for verifying and determining the required forms to be submitted with their proposal.

Proposers shall complete and submit the following attachments with their Proposals in accordance with the Instruction to Proposers and the Request for Proposals:

- Technical Proposal
- Price Proposal (see budget template)
- City of New Bedford Non-Collusion and Tax Compliance Form
- City of New Bedford Vote of Corporation
- 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 proposals and any materials submitted with a proposal may be deemed public records subject to disclosure pursuant to the Massachusetts Public Records Act. No portion of any proposal or materials submitted therewith will be withheld from disclosure as proprietary, trade secret or confidential unless that portion is clearly marked by the proposer as such, and the proposer agrees to indemnify The City against any claim or action to compel disclosure of such portion of the proposal. The City is not obligated to accept any proposal 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 proposals without liability. All costs directly or indirectly related to a response to this RFP will be borne by the proposer.

16. The City of New Bedford is an EEO/AA/MBE employer. Women and minority owned businesses are encouraged to apply.
17. The Proposers selected shall comply with all applicable federal, state, and local laws in the performance of services.
18. The consideration of all proposals and subsequent selection of a Proposer shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin.
19. The Successful Proposers shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth of Massachusetts (See Gen. Laws c. 151B).

20. The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and sub-contracts that the Successful Proposers may award as a result of this contract.
21. Proposers and/or individuals preparing proposals may be asked to provide additional information and/or may be requested to make a presentation of their proposal.

**END OF SECTION – GENERAL REQUIREMENTS**

## SECTION III: SCOPE AND SPECIFICATIONS OF THE PROJECT

### 1. BACKGROUND/INTRODUCTION

Financial settlements with companies related to the harm caused by the opioid epidemic have brought millions of dollars into Massachusetts. Under Massachusetts State-Subdivision Agreement, 40% of these funds go to municipalities for opioid abatement strategies and 60% go to the state's Opioid Recovery and Remediation Fund to fund additional prevention, harm reduction, treatment, and recovery programs throughout Massachusetts.

The New Bedford Health Department is charged with disbursing New Bedford's municipal opioid abatement funds in accordance with the Massachusetts State Subdivision Agreement for Statewide Opioid Settlements. New Bedford anticipates receiving about \$8.9 million by FY2038.

### 2. SCOPE OF SERVICES

Through this RFP, New Bedford plans to disburse municipal opioid abatement funds to community organizations to fund projects that address priority strategies identified in the New Bedford Opioid Abatement Funds Community Assessment, available from <https://gnbotf.org/abatement-funds/>.

The New Bedford Health Department seeks applications for projects related to opioid use in New Bedford, that address at least one priority strategy identified in the New Bedford Opioid Abatement Funds Community Assessment. The dollars should go towards people impacted by the opioid epidemic.

Community organizations are eligible to apply for \$50,000 to \$150,000 for this first round of funding. The City anticipates awarding at least 3 organizations for this first funding round, depending on requested amounts. Organizations may submit more than one application, however only up to one will be funded. Future funding rounds are anticipated at least every other year. Recognizing that the city will receive fewer funds in future years, New Bedford has created funding strategies that can be sustained over time.

Contracts will be executed for one year, with the option to renew for at least one additional year based on need, adherence to planned deliverables, and demonstrated impact/performance. Details about options for renewal and rollover will be released closer to the end of the first project period.

#### *Required Activities*

1. Conduct work that will benefit people impacted by the opioid epidemic in New Bedford, aligned with the priorities identified by the New Bedford Opioid Abatement Funds Community Assessment (see list under Minimum Evaluation Criteria below). Ensure that the work can advance health equity for New Bedford.
  - a. Abide by the Massachusetts Abatement Terms for municipalities.
  - b. Ensure that programs, services, and messaging are accessible to community members, such as by dedicating appropriate resources to translation and interpretation.
2. Program Evaluation: Define and collect measures to evaluate and demonstrate the impact of the work, and share data and/or data findings.

**3. Reporting and Contract Management:**

- a. Attendance in the Greater New Bedford Opioid Task Force and participation in relevant subcommittee(s) is required.
- b. Monthly Grantee Check-In Meetings will be required, to discuss measures, challenges, successes, etc.
- c. Quarterly Narrative and Expenditure Reports will be required and will mirror the annual reporting required for the opioid abatement funds. Internal billing and management will be coordinated through New Bedford Health Department Grants Auditor and Director of Special Programs and Grants.
- d. A Final Narrative Report and Presentation will be required.

**3. PROPOSAL OUTLINE**

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

**Overall:**

<b>Proposal Section</b>	<b>Page Limit</b>
A. Technical Proposal	
A.1 Section 1 – Letter of Transmittal	1
A.2 Section 2 – Table of Contents	n/a
A.3 Section 3 – Organizational Experience	2
A.4 Section 4 – Proposed Activities	4
A.5 Section 5 – Staffing Plan	2
A.6 Section 6 – Schedule/Timeline	2
B. Price Proposal	Use Excel template provided
C. Letters or References	n/a
Additional Attachments:	
City of New Bedford Non-Collusion and Tax Compliance Form	n/a
City of New Bedford Vote of Corporation	n/a

*Please do not include additional materials.*

**A. TECHNICAL PROPOSAL OUTLINE**

**A.1 SECTION 1 – LETTER OF TRANSMITTAL**

A Letter of Transmittal should clearly identify/include:

- a brief outline of the proposer's understanding of the work
- the organization's general information (local office address, telephone number)
- the name of the authorized representative

- a clear statement from Proposer that this offer is binding and shall remain open for sixty (60) calendar days from the due date of this RFP and acknowledges that its proposal 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 proposal. A list of any and all tables, figures, and appendices shall be provided.

## **A.3 SECTION 3 – ORGANIZATIONAL EXPERIENCE (two page maximum)**

### **Section 3.1 – Organizational Overview and Capacity**

Provide a brief summary of the organization. Include:

- A brief description of the breadth of the organization's qualifications
- A statement as to whether the proposer is in compliance with the registration and permit requirements to do business in the Commonwealth of Massachusetts.
- Whether the proposer is a qualified small or minority-owned business, women's business enterprise or labor surplus area proposer.

Briefly describe your organization's fiscal and administrative experience managing grants and following through with grant deliverables. Please indicate if you have the administrative capacity to participate in cost-reimbursement grant structure or will need some funds upfront to execute the work.

Explain how you will ensure the funds are used specifically for this proposed work.

### **Section 3.2 – Experience with Similar Work**

- Describe services or activities your organization provides.
- Describe the specific populations you serve, including demographics.
  - Include experience serving New Bedford residents and individuals affected by opioid use disorder.

### **Section 3.3 – Experience with Greater New Bedford Opioid Task Force**

- Describe past and current engagement with the Greater New Bedford Opioid Task Force, including any subcommittees.
- List the individuals who attend on behalf of the organization and their roles.
- Discuss capacity for and commitment to continued involvement.

## **A.4 SECTION 4 – PROPOSED ACTIVITIES (four page maximum)**

### **Section 4.1 – Approach**

- Provide an overview of the proposed work, what you aim to accomplish, and how you plan to accomplish it.
  - Include key objectives, activities/services, and/or products anticipated.
  - Note that detailed timeline information should be reflected in the Schedule section.

### **Section 4.2 – Collaboration**

- If you are collaborating with any partners, briefly describe the partners and how the collaboration will function.

### **Section 4.3 – Obstacles**

- Identify potential obstacles or risks to the work’s success and how you plan to overcome them.

### **Section 4.4 – Prioritized Strategy**

- Identify the prioritized strategy/strategies from the New Bedford Opioid Abatement Funds Community Assessment that the work will meet (listed under Minimum Evaluation Criteria – acceptable to refer to it by the number). If selecting more than one, choose one primary strategy.
- Explain how the work will support the identified primary strategy. Describe data, evidence, or input that supports the proposed work.

### **Section 4.5 – Significance**

- Describe how the work will meet the needs of the New Bedford community and have a positive impact, including supporting people affected by opioid use disorder.
- Explain any considerations to support health equity, including any specific populations of focus.
- Highlight any innovative aspects of the proposed work.

### **Section 4.6 – Evaluation**

- Describe the proposed approach for evaluation, including measures that can be tracked regularly. If possible, include both:
  - **process measures** (to understand how well the activities are implemented as planned) and
  - **outcome measures** (to demonstrate the impact).
- If you are collecting data, describe what data you are collecting, from whom or from where the data will be collected, and how you will collect the data.
  - If collecting individual-level data, briefly describe how you will maintain anonymity or confidentiality.
- Describe how the measures will be analyzed and reported, including how often.

### **Section 4.7 – Sustainability**

- Please indicate plans or considerations for sustainability (for example, if there are aspects of the project that can be sustained past the funding period).

#### **A.5 SECTION 5 – STAFFING PLAN (2 page maximum)**

- Describe who will execute the work, including FTEs and specific roles and responsibilities.
  - Provide a brief overview of the experience of the proposed Project Team.
  - *Subconsultants* – If the Proposer intends to utilize subconsultants for the purposes of completing tasks, please list and briefly describe their experience.
- Briefly describe plans for program oversight and supervision.

*Note that organizations should immediately notify the City of New Bedford of any vacancies or changes in staffing, delays or pauses in strategy implementation, or changes in the status of consultants or subcontractors.*

#### **A.6 SECTION 6 – SCHEDULE/TIMELINE (2 page maximum)**

Provide a schedule/timeline to accomplish the Required Activities in one year. This should include:

- all aspects of the required activities
- key milestones from the proposed approach that indicate progress
- the expected completion dates

The finalized timeline and schedule will be specified by the City and Successful Proposer once the contract has been awarded.

### **B. PRICE PROPOSAL**

- Complete the attached Excel Budget Template and include as an attachment, providing the following list of cost items in detail:
  - Total Proposal Price for all services to be performed.
  - Provide a breakdown for each major component of service including hourly rate.
  - Description of any reimbursable charges (if applicable).
  - Overtime hourly rates for all members of the project team.
  - Fill in the justification in the Budget Template to demonstrate how each budget item supports the overall work.

**The budget for each proposal should be no less than \$50,000.00 and no more than \$150,000.00.**

*Note that municipal abatement funds should not be used to fund services already reimbursed by the state, including through MassHealth and BSAS, but agencies that provide state-reimbursed services are eligible to receive funds for other work.*

*Note that organizations must adhere to the allowable and unallowable costs provided by Care Massachusetts and the Massachusetts Department of Public Health. All project costs may be subject to additional approval.*

## **C. LETTERS OR REFERENCES**

Provide up to three total letters of collaboration, letters of support, or references (excluded from page limit).

- Letters of collaboration should describe the intent to collaborate if funded.
- Letter of support should express the organization's knowledge and support of the project.
- References should include project descriptions with client references completed in the last five years. A reference from a municipality located in Massachusetts is recommended. As part of the references, provide project descriptions for the work completed. Please provide contact names, phone numbers, and emails for each reference.

### **Minimum Evaluation Criteria**

Applicants must meet the following qualifications:

- Be a community-based organization with a history of serving New Bedford residents
- Demonstrate experience providing services to individuals affected by opioid use disorder
- Demonstrate existing partnerships with the Greater New Bedford Opioid Task Force
- Commit to implementing recommendations from the Community Assessment by addressing at least one of the following prioritized strategies:
  1. Support access and navigation to OUD treatment and recovery services
  2. Provide comprehensive wrap-around services for individuals with OUD, including support for basic needs, job placement/support, or childcare
  3. Support access to housing for people with OUD
  4. Provide transportation services for people with OUD
  5. Provide connections to care for people who have OUD and have experienced or are at risk for overdose, including to trauma-informed treatment recovery support, harm reduction services, primary healthcare, or other appropriate services
  6. Support harm reduction efforts to prevent overdose deaths, infections, or other harms, including outreach and services for people who use drugs and are not yet in treatment
  7. Support individuals who are involved in the criminal justice system and have/had OUD
  8. Support pregnant/post-partum women who have/had OUD and their families
  9. Support prevention programs, policies, and practices for youth
  10. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD
  11. Support greater access to mental health services and supports for young people

## **END OF SECTION- SCOPE & SPECIFICATIONS OF THE WORK**

## **SECTION 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. Organizational experience and capacity:**

**Highly Advantageous** – History of work supporting people with opioid use disorder, supporting New Bedford residents, existing location(s) in New Bedford, and established infrastructure to manage the contract.

**Advantageous** – Missing at least one of the components required for a Highly Advantageous rating.

**Not Advantageous** – Missing most of the components required for a Highly Advantageous rating.

**Unacceptable** – No criteria under Highly Advantageous.

### **2. Past organizational experience with and ongoing commitment to partnering with the Greater New Bedford Opioid Task Force:**

**Highly Advantageous** – Documented regular and active engagement in Task Force meetings/activities, including at least one subcommittee, and clear commitment and capacity to continue.

**Advantageous** – Some documented history of engagement in Task Force meetings/activities and stated commitment to continue.

**Not Advantageous** – No documented history of participating in Task Force meetings/activities, even if commitment to begin is stated.

**Unacceptable** – No history or commitment/capacity to participate in Task Force meetings/activities presented.

### **3. Approach and plan:**

**Highly Advantageous** – The proposal contains a clear and comprehensive approach and plan to accomplish the proposed work, including specific, measurable, achievable, relevant, time-bound, inclusive, equitable (SMARTIE) aims/objectives, sufficient strategies to address risks, and appropriate partnerships, if applicable.

**Advantageous** – The proposal contains a clear approach and plan to accomplish the proposed work, but may not have one or more of the following: SMARTIE aims/objectives, sufficient strategies to address risks, and appropriate partnerships, if applicable.

**Not Advantageous** – Project approach and plan may be insufficient to accomplish the proposed work.

**Unacceptable** – No plan presented.

### **4. Alignment with priority strategies identified by the community assessment:**

**Highly Advantageous** – Proposal clearly describes how it supports at least one of the priority strategies identified by the community assessment and provides strong evidence to support the proposed activities.

**Advantageous** – Proposal supports at least one of the priority strategies identified by the community assessment but evidence for proposed activities is limited.

**Not Advantageous** – Proposal lists at least one priority strategy but chosen activities may not directly support the strategy.

**Unacceptable** – Proposed project is not aligned with priority strategies.

5. **Benefit to the New Bedford community affected by opioid use disorder:**

**Highly Advantageous** – Proposal clearly describes and justifies how it will directly benefit individuals in New Bedford affected by opioid use disorder, ideally located in New Bedford.

**Advantageous** – Proposal provides some explanation of how it will be located in New Bedford and/or support individuals in New Bedford affected by opioid use disorder.

**Not Advantageous** – Proposal does not prioritize individuals in New Bedford or those with opioid use disorder.

**Unacceptable** – Proposal does not present benefit to New Bedford community.

6. **Evaluation plan:**

**Highly Advantageous** – The proposal contains a clear, comprehensive, and realistic plan to track and analyze at least two measures (ideally at least one process measure and at least one outcome measure).

**Advantageous** – The proposal contains a clear plan to track and analyze at least one measure that will document proposed activities.

**Not Advantageous** – The proposal does not contain a clear evaluation plan or identify specific measures.

**Unacceptable** – No plan presented.

7. **Sustainability plan:**

**Highly Advantageous** – The proposal contains a clear, comprehensive, and realistic plan to support the work after the project period funded by the RFP.

**Advantageous** – The proposal contains at least one strategy to support the work after the project period funded by the RFP.

**Not Advantageous** – The proposal does not contain a clear sustainability plan.

**Unacceptable** – No plan presented.

8. **Schedule:**

**Highly Advantageous** – The proposal contains a clear, comprehensive, and realistic schedule and timeline to accomplish the Required Activities.

**Advantageous** – The proposal contains a schedule or timeline to accomplish most of the Required Activities.

**Not Advantageous** – The proposal does not contain a clear schedule or timeline.

**Unacceptable** – No plan presented.

9. **Staffing plan and methodology:**

**Highly Advantageous** - The staffing plan proposes a detailed, logical, and highly efficient scheme for performing all of the requirements in this RFP and accomplishing the proposed work. Staff have excellent experience conducting projects of similar size and scope.

**Advantageous** - The staffing plan proposes a credible scheme for performing all of the requirements in this RFP. Staff have appropriate experience conducting projects of similar size and scope.

**Not Advantageous** - The staffing plan is not sufficiently detailed to fully evaluate, or the plan does not contain all the components necessary to perform all of the requirements in this RFP.

**Unacceptable** – No plan presented.

10. **Experience with completing similar projects and in a timely and efficient manner:**

*The City may contact Cities and Towns listed for references.*

**Highly Advantageous** – Proposal strongly supports the Proposer's past completion of administrative duties in a timely and efficient manner including responsiveness to technical issues, inquiries from the finance department and mayor's office, and troubleshooting.

**Advantageous** – Proposal provides some evidence/supporting documentation for the Proposer's past completion of projects in a timely and efficient manner including responsiveness to technical issues and troubleshooting.

**Not Advantageous** – Proposal provides minimal evidence/supporting documentation for the Proposer's past completion of projects in a timely and efficient manner.

**Unacceptable** – No evidence/supporting documentation for the Proposer's past completion of projects in a timely and efficient manner.

**Final acceptance of a proposal will be based on the information gathered from the Comparative Criteria and in compliance with Qualifications.**

**END OF SECTION- COMPARATIVE EVALUATION CRITERIA**

## **SECTION V: SELECTION PROCESS**

As a result of this RFP, the City intends to award at least three contracts to the Proposers whose proposals are most advantageous to the City. All qualified technical proposals will be reviewed and evaluated by the selection committee based on the established Comparative Evaluation Criteria set forth in this RFP. Before final selection, diversity of the highest-scoring projects' scopes will be assessed to ensure adequate coverage of opioid-related priorities. Background checks, requests for additional information, and interviews will be performed as needed at the discretion of the City. The selection committee will then submit a recommendation to the Director of Purchasing who will review the recommendations, at which time the organizations will be selected.

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 the Proposal.

If a contract is to be awarded as a result of this RFP, it will be awarded within sixty (60) days after the opening of technical proposals or a later date as determined at the sole discretion of the City. When the City gives a Notice of Award to a Successful Proposer, within ten (10) days, excluding Saturdays, Sundays and legal holidays, after the date of receipt of such notification, the Successful Proposer 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 with an electronic signature via DocuSign.

### **END OF SECTION- SELECTION PROCESS**

## **SECTION VI: PROPOSED SCHEDULE**

RFP Published	Monday, May 12, 2025
Question Submittal Deadline	Monday, June 2, 2025 at 5:00pm
Final Addendum Issued	Thursday, June 5, 2025
RFP Due Date	Monday, June 16, 2025 at 2:00pm
Advisory Committee Evaluation & Selection	Estimated June 30, 2025

### **END OF SECTION- PROPOSED SCHEDULE**

## **SECTION VII: ATTACHMENTS & EXHIBITS**

Attachment 1: Certificate of Non-Collusion and Tax Compliance

Attachment 2: Vote of Corporation/Certificate of Incumbency and Authority

Attachment 3: Sample Contact

### **END OF SECTION- ATTACHMENTS**

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**CITY OF NEW BEDFORD MASSACHUSETTS**

**NON-COLLUSION AND TAX COMPLIANCE FORM**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

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Signature of individual submitting bid

Name of business/organization

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**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.

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Signature of person submitting bid

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Name of business



## CITY OF NEW BEDFORD

### 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 \_\_\_\_\_ at which a quorum was present and acting throughout, the following vote was duly adopted.

VOTED: That \_\_\_\_\_, the \_\_\_\_\_ of the corporation, be and hereby is authorized to affix the Corporate Seal, sign and deliver in the name and behalf of the corporation contract documents with the City of New Bedford, the above mentioned documents to include but not be limited to Proposals, 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 proposals 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:

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Name (Print)

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(Affix Corporate Seal)

Signature

---

Title

---

Date



**SAMPLE CONTRACT**

**CITY OF NEW BEDFORD, MASSACHUSETTS**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**Contract #**

**Project Name**

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**DATE:**

**WHEREAS**, the **CITY OF NEW BEDFORD, MASSACHUSETTS**, a municipal corporation, 133 William Street, New Bedford, Bristol County, Massachusetts 02740, hereinafter referred to as the “City,” acting by and through its \_\_\_\_\_ has need for a consultant to perform \_\_\_\_\_.

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

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

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

This Agreement is comprised of Part I and Part II, and includes all appendices, attachments, submitted documents, addenda, technical proposal, the price proposal and all documented negotiations relevant to the proposal. Part I includes details of the services to be performed, schedule of the services, and compensation. Part II contains the Terms and Conditions of the 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, B, and C, respectively. 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 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 Agreement shall be for one year, beginning \_\_\_\_\_ and ending \_\_\_\_\_. This Agreement may be extended twice for additional term(s) of \_\_\_\_\_ at the sole discretion of the City. If option to renew is exercised for additional term(s), the 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:** \_\_\_\_\_
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 an invoice no later than the 15th of the month for services rendered the previous 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.
10. **Insurance:** Consultant 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. Consultant 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.

Consultant shall carry the following insurance, with the City clearly designated as additional insured, during the term of this Agreement. At the 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

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. This obligation shall survive the termination or expiration of 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 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.

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. 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 the 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 the Consultant and Purchasing Department, 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 14 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 (ADR) 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's 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 DATE FIRST SET FORTH ABOVE.

(Company Name)	City of New Bedford, Massachusetts
By: (Name) Title: (Title)	By: Jonathan F. Mitchell Title: Mayor
CERTIFIED that funds are available	Department of Health
By: Quillan Lowney Title: Acting City Auditor	By: Title: Director
APPROVED as to Form and Legality	Chief Financial Office
By: Title:	By: Robert Ekstrom Title: Chief Financial Officer
Purchasing Department	
By: Molly Gilfeather Rodriguez Title: Director of Purchasing	