

**City of New Bedford, Massachusetts**  
**Request for Quotes #23151190**  
**On-Call American Rescue Plan Act (ARPA) Legal Consultant**

The City of New Bedford seeks the professional consulting services of an independent attorney or law firm to serve as an ARPA Consultant (“Consultant”) on an as-needed basis to provide expertise for ARPA-related contract/agreement matters and funding requirements.

**I. Background/Scope of Services**

Since the first case of coronavirus disease 2019 (“COVID-19”) was discovered in the United States in January 2020, the pandemic has caused severe, intertwined public health and economic crises. In March 2021, as these crises continued, the America Rescue Plan Act (“ARPA”) of 2021 established the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to provide state, local, and Tribal governments with the resources needed to respond to the pandemic and its economic effects, and to build a stronger, more equitable economy during the recovery. The U.S. Department of the Treasury (Treasury) released the Final Rule for the SLFRF program that sets forth eligible uses for funding, such as responding to acute pandemic-response needs, filling revenue shortfalls, and supporting the communities and populations hardest-hit by COVID-19.

The Consultant would report to the City Solicitor and would be responsible for assigned legal matters pertaining to ARPA, such as construction contracts, subrecipient agreements, beneficiary agreements, and funding compliance questions. The Consultant would also work closely with the staff in the Mayor’s Office, Chief Financial Office, Purchasing Department, Department of Public Infrastructure, Department of Facilities and Fleet Management, and Office of Housing and Community Development.

The Consultant’s work would include, but not necessarily be limited to, the following tasks:

- Drafting and/or review of bidding documents and specifications
- Drafting and/or review of contracts
- Drafting and/or review of change orders
- Drafting and/or review of subrecipient and beneficiary agreements
- Advising the City on the bidder evaluation and contract award process
- Advising the City on public construction contract interpretation matters
- Advising the City on ARPA-related statutes, rules, and regulations
- Representing the City in bid protest hearings
- Advising and representing the City in disputes, including litigation, relating to public construction contracts
- Signing contracts, change orders, and agreements via DocuSign on behalf of the City

The period of performance will begin on the date of the Agreement’s award and last one year, and may be extended for an additional period of time, as agreed between the parties. The City may terminate the Agreement if funds to support continuation of performance beyond the first year are not appropriated or grant funds are not provided or are discontinued. The professional services of any Consultant selected may be terminated at any time, at the sole discretion of the City, upon delivery of written notice of such termination to the selected Consultant. The City is under no obligation to enter into an agreement or contract as a result of the issuance of this Request for Quotes. This Request for Quotes may be canceled at any time, if it is determined by the City to be in the best interest of the City.

## **II. Minimum Qualifications**

To be eligible for consideration, a duly authorized representative of the respondent must certify, in writing, as to each of the following requirements:

### **A. Bar Admissions and Insurance**

All attorneys affiliated with the Consultant who work on matters for the City must be members in good standing of the Massachusetts Bar. The Consultant shall maintain professional liability insurance, the minimum required insurance limit (coverage on an occurrence basis) of which is at least \$1,000,000. The Consultant shall maintain workers compensation insurance, if applicable. It is recommended the Consultant maintain Commercial Automobile insurance coverage of at least \$1,000,000 Combined Single Limit/Bodily Injury and Property Damage and \$1,000,000 Hired/Non Owned Auto.

### **B. Experience**

1. The Consultant should have at least five years' experience in all aspects of Massachusetts public construction law, including, but not limited to, M.G.L. c. 7C, §§ 44-58; c. 30, § 39M; c. 30B; c. 149, §§ 44A-44J; and c. 149A.
2. The Consultant should have at least five years' experience in advising government clients on compliance with federal grants, and should be able to provide legal advice in accordance with and Uniform Guidance 2 CFR Part 200.

### **C. Accessibility**

The Consultant should commit to returning all calls and electronic correspondence from the City Solicitor or other authorized City officials within one (1) business day. The Consultant must commit to reviewing and providing comments on all bidding documents and ARPA documents within two weeks of receiving them, unless the City agrees that the circumstances warrant a longer time frame for a response.

### **D. Meeting**

The Consultant must be able to attend meetings in person in New Bedford as needed.

## **III. Billing**

The Consultant must commit to providing statements for services rendered on a monthly basis. Each statement, based on an hourly rate for services, must disclose, at a minimum, the date of the service, the identity of the attorney or staff person performing the service, the subject matter of the service, a description of the service performed, the time it took to perform that service, and the hourly rate for the individual performing the function. The City shall make all reasonable efforts to process payments within thirty (30) days from the date of receipt of each invoice.

All documents prepared or received by Consultant in its performance of these services, including all drawings, designs, specifications, notes, field notes, computer files, data, files, and other documents shall, at the end of the period of performance, be delivered to and become the property of the 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.

#### **IV. Selection**

The City will select one candidate who meets all minimum qualifications listed in Section II Minimum Qualifications, above, and who offers the lowest hourly rate.

The City reserves the right to conduct interviews with any or all of the proposers. Any interviews shall be held for the purpose of clarity of quotes.

The selected Consultant will be required to execute a Fee Agreement governed by the laws of the Commonwealth of Massachusetts. Prior to execution of the Agreement, the selected Consultant will be required to submit to the City a certificate of insurance that meets the requirements set forth herein.

The City reserves the right to waive any informality, reject any or all quotes, accept other than the lowest quote price, or hire more than one attorney or law firm to provide these services if the City determines that it is in the best interests of the City.

The Agreement will be awarded within 60 days of submission deadline, or a later date as determined at the sole discretion of the City.

#### **V. Submission Guidelines**

This Request for Quotes is available online at the City's website under the Purchasing page at <https://www.newbedford-ma.gov/purchasing/> by 4:00 pm on June 9, 2023. All quotes must be submitted via email to [purchasing@newbedford-ma.gov](mailto:purchasing@newbedford-ma.gov) by 4:00 pm on June 26, 2023. The subject of the email should be marked as "2023 ARPA Legal Consultant". Questions regarding this Request for Quotes are to be emailed to [purchasing@newbedford-ma.gov](mailto:purchasing@newbedford-ma.gov) no later than 4:00 pm on June 16, 2023. Responses to all questions will be in the form of an addendum to the Request for Quotes and emailed to all Consultants having given Notice of obtaining the Request for Quotes to the City of New Bedford Purchasing Department as well as posted publicly on the Purchasing page of the City's website.

All responses shall be:

- Typewritten;
- Presented in an organized and clear manner;
- Inclusive of all required attachments and certifications;
- Inclusive of the following information:

##### **A. Cover letter**

1. An introduction with a description of the Consultant's firm/team, experience, number of years providing legal services, primary client type, and a summary of services to be offered.
2. An acknowledgement that the Consultant has read this Request for Quotes.

3. An acknowledgement that the Consultant has read and agreed to all terms and conditions in this Request for Quotes.
4. A specific statement regarding compliance with each of the minimum qualifications identified in Section II of this Request for Quotes.
5. The name, title, address, e-mail, and telephone number of the contact person who can respond to requests for additional information.

**B. Personnel**

Identify all personnel who will be assigned to provide services to the City by including resumes, certifications and licenses, and office locations for each attorney. These persons may not be withdrawn from the project or personnel substitutions made without consent of the City. The Consultant may not assign or subcontract its services to the City without the prior written consent of the City.

**C. Relevant Experience & Client References**

Provide a list of the most relevant and similar assignments or work products completed over the past five years, and provide at least three client references. For each reference, please include:

1. Name, title, email, and telephone
2. Project name and location
3. Project dates/duration
4. Firm's primary role in project

**D. Price Proposal**

Please complete the price form contained in Attachment A and include the form with the quote.

**VI. Costs**

The City will not be liable for any costs incurred by any Consultant(s) in preparing a response to this Request for Quotes or for any other costs incurred prior to entering into an Agreement for Professional Services.

**VII. Withdrawal**

Responders may withdraw and/or resubmit their response prior to the deadline.

**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

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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.

\_\_\_\_\_  
Signature of person submitting bid

\_\_\_\_\_  
Name of business/organization



**CITY OF NEW BEDFORD**

**Jonathan F. Mitchell, Mayor**

**CITY OF NEW BEDFORD**

**MASSACHUSETTS**

**VOTE OF CORPORATION AUTHORIZING  
EXECUTION OF CORPORATE AGREEMENTS**

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

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

**Attachment A**

**RESPONSE TO REQUEST FOR QUOTES #23151190 ARPA LEGAL CONSULTANT**

Note to Respondents: All costs proposed are to be inclusive of labor, materials, equipment, incidentals, etc. necessary to provide the scope of services outlined in this Request for Quotes.

**Position Description**

**Hourly Rate**

**Senior Attorney**

\$ \_\_\_\_\_

\*Hourly rates listed in response to the above table cannot be increased throughout the period of the original Agreement and renewals.

By my signature, I certify that the information in this Response to Request for Qualifications is complete and accurate, to the best of my knowledge and belief.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_