

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR THE FIRE DEPARTMENT

REQUEST FOR PROPOSAL:

**EMERGENCY AMBULANCE SERVICES
RFP #21-01**

Proposal Opening Date: August 6, 2020, 10:00 a.m.

**JULY, 2020
Ruthanne Fuller, Mayor**

**CITY OF NEWTON
PURCHASING DEPARTMENT**

REQUEST FOR PROPOSALS #21-01

The City of Newton (City) invites sealed proposals for:

Emergency Ambulance Services

Proposals will be received until: **10:00 a.m., August 6, 2020***
at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459.
Immediately following the deadline for proposals, a list will be created of all proposers names received and will be posted to the City's website: www.newtonma.gov/bids .

*** To promote the health and safety of City workers and the public, Newton City Hall is still observing COVID restrictions. The City has adopted the following procedures that may affect your participation in this bid:**

- 1. Proposals not sent by mail or courier can only be dropped off in a locked drop box at the top of the stairs to left of the main door to City Hall. The box will be checked at the scheduled submission deadline.**
- 2. A list of proposers submitting proposals will be scanned and posted as soon as practicable after the opening.**

Contract Documents will be available on line at www.newtonma.gov/bids or for pickup at Newton City Hall, Room 108, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 **after 10:00 a.m., July 23, 2020.**

There will be no charge for contract documents.

Award will be made to the most advantageous proposer for services. The selected proposer's sole compensation shall be from fees charged to persons using its services. **The City shall not be liable to the selected proposer for any compensation, expenses or fees whatsoever.**

The term of the contract shall extend through December 31, 2023.

All proposals shall be submitted as follows: **one (1) ORIGINAL unbound copy, twelve (12) PAPER COPIES, and one DIGITAL copy of the Technical Proposal. There is no Price Proposal.**

All City bids are available on the City's web site at www.newtonma.gov/bids. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening.

Addenda will be available online with the original bid document as separate files. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

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

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON

A handwritten signature in black ink that reads "Nicholas Read". The signature is written in a cursive, flowing style.

Nicholas Read
Chief Procurement Officer
July 23, 2020

CITY OF NEWTON
Purchasing Department Request for Proposals
Emergency Ambulance Service Contract

I. INTRODUCTION

The City of Newton (“City”) is soliciting proposals from Contractors to provide an Emergency Ambulance Services (“Services”) for a term of three years, from January 1, 2021 to December 31, 2023, with two (2) additional one (1) year options to renew the contract at the City’s discretion.

Solicitation of contracts for ambulance services is a transaction that is exempt from advertising and procurement requirements of c. 30B. M.G.L. c. 30B, §1(b)(24). Accordingly, only the terms of the Request For Proposals (RFP), which the City may modify at its discretion, shall apply.

The City will determine from the responses received which Contractor can best ensure that properly trained and certified personnel will provide timely emergency medical care to patients at the scene of their illness or injury, and then transport the patient to an appropriate treatment facility in the shortest practicable time utilizing safe and clean vehicles, and provide the most reliable, safe and effective services to those served.

The selected proposer’s sole compensation shall be from fees charged to persons using its services. **The City shall not be liable to the selected proposer for any compensation, expenses or fees whatsoever.**

II. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The *Chief Procurement Officer* has determined that an RFP using comparative judgments of technical factors is the best method for determining the most advantageous Contractor. Relevant factors include the experience of the proposer, its history of providing similar services to other municipalities and its integrity.

III. INSTRUCTIONS TO PROPOSERS

- A. **GOVERNING LAW and DEADLINE FOR SUBMISSION:** All proposals must be submitted in accordance with this RFP and applicable Massachusetts law, to the *Chief Procurement Officer* in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Room 108, Newton, MA 02459, no later **than 10:00 a.m., Thursday, August 6, 2020.**

Proposals shall consist of a Technical Proposal, which shall consist of all information responsive to this RFP. Proposers shall submit one **original, twelve (12) paper copies and one (1) digital copy of the Technical Proposal.**

The Proposal envelope shall be marked as follows:

“TECHNICAL PROPOSAL - RFP #21-01– “Emergency Ambulance Services”

Technical Proposals must have information submitted in the same order of the criteria as listed in this RFP and pages shall be numbered in the bottom footer.

Proposals shall include a completed and signed Technical Proposal Cover Sheet attached hereto as **Attachment A.**

There is no Price Proposal.

Faxed proposals will not be accepted. If you wish to receive notification of bids, please email us your company information to purchasing@newtonma.gov, otherwise you may view all City of Newton public bids online at www.newtonma.gov/bids.

- B. QUESTIONS/ADDENDUMS: Inquiries involving procedural or technical matters should be directed in writing, no later than **Friday, July 31, 2020 at 12:00 noon** to:

purchasing@newtonma.gov or facsimile (617) 796-1227

Chief Procurement Officer
Purchasing Department, City of Newton
1000 Commonwealth Avenue
Newton, MA 02459

ADDENDA: Each proposer is required to acknowledge any/all Addenda. Proposers shall acknowledge addenda on the Technical Proposal Cover Sheet which shall be placed as the first page of the Technical Proposal.

Addenda will be posted online and emailed to every individual or firm on record as having received a set of Contract Documents. If you have downloaded the RFP from the internet, you must make your company known to the City of Newton, Purchasing Department by emailing or faxing your company's: name, address, phone, fax, and email address and include the RFP NUMBER (#21-01) and project title. It is the Contractor's sole responsibility to ensure that it has received all addenda prior to the RFP submittal date. Copies of addenda will be made available at the Purchasing Department and on the City's website: www.newtonma.gov/bids

If you have downloaded the RFP please be sure to email us (purchasing@newtonma.gov) your Name, Address, Phone and Fax numbers, email address and what RFP number and project title you have downloaded.

- C. EXAMINATION OF DOCUMENTS: Each proposer shall be satisfied as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The proposer shall be familiar with all RFP documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the supplies to be provided and the services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character supplies to be provided or the contemplated services.
- D. The City of Newton will reject any and all bids when required to do so. In addition, the City of Newton reserves the right to waive minor informalities in any or all bids, or to reject any or all bids in whole or in part, if it be in the public interest to do so.

III. MINIMUM CRITERIA

The City will consider responses only from Contractors who meet **ALL** of the following **Minimum Criteria**:

- a. The proposer is currently licensed by the Commonwealth of Massachusetts to operate an ambulance service providing services at the Paramedic Level pursuant to 105 CMR 170.295 (B).
- b. The proposer is currently holding at least two municipal contracts to provide ALS and BLS emergency response in OEMS Regions III, IV or V.
- c. The proposer has a minimum of three (3) years of experience servicing a community in Massachusetts similar in size to Newton.
- d. The proposer has a minimum of five (5) years corporate experience in the operation of an ambulance service without any license suspension, revocation, or refusal to renew by the Commonwealth of Massachusetts.
- e. The proposer has a minimum of two (2) years corporate experience without any bankruptcy proceedings or filings.

- f. The proposer has a minimum of two (2) positive references from municipalities with which you currently hold contracts.

Proposers shall provide written responses to these items (a) through (f) confirming that they have met all Minimum Criteria. Proposers that do not provide such evidence may not be considered further.

Please note the City's current emergency ambulance services provider is being invited to submit a response to this RFP. The current provider's Contract expires December 31, 2020.

Attached is a copy of the present contract for Emergency Ambulance Services dated December 21, 2017 between the City of Newton and Cataldo Ambulance Service, Inc (L-6375) ("Current Ambulance Contract"). The City expects **ALL** levels of service, and the terms and conditions of the contract awarded pursuant to this RFP ("New Contract") shall be those in the Current Ambulance Contract, together with minimum requirements for service, with the modifications noted herein. The City does not pay a subsidy for the Services under the Current Ambulance Contract.

The City reserves the right to require meetings with selected proposers to clarify items in their proposals. The City reserves the right to require additional information if necessary.

It is anticipated that the City award the New Contract by October 4, 2020, for service to begin on January 1, 2021.

During this solicitation, the City's Purchasing Department, shall be the proposers' single point of contact, and for each proposer, a person they shall each designate; communication between parties other than the Purchasing Department and the person designated by any respondent, shall have no bearing on the deliberations of the City during this process. A proposer that communicates with any City employee before the proposal opening regarding this RFP may be disqualified. To the extent permitted by the Public Records Law, all proposals received will be held as confidential by the Chief Procurement Officer and distributed only to designated City reviewers.

Time Line:

RFP Release Date:	July 23, 2020 at 10:00 a.m.
Questions Deadline:	July 31, 2020 at 12:00 p.m.
Questions Answered:	August 4, 2020 at 12:00 p.m.
Proposals Due:	August 6, 2020 at 10:00 a.m.
Evaluation of Proposals	August 17-September 4, 2020*
Interviews & Negotiation	September 4-18, 2020*
Contract Award	October 4, 2020*

*Dates are estimates.

IV. SERVICE REQUIREMENTS

The City of Newton encompasses approximately 30,000 residential housing units, and 3,000 business enterprises, some of which are major employers, and some which attract many visitors daily.

Demographic information also indicates Newton's elder population is a larger percentage of total residents than most other communities in our area. In addition, Newton has 13 long term care facilities including assisted living and nursing homes. Newton is also home to a number of institutes of higher education including Boston College, Lasell College, and UMass Amherst at Mt. Ida. Based on past experience, estimated call volume will be in the range of 10,000 provider runs annually. Ambulance run counts from the current provider were verified as a generally accurate record by Newton's Fire Chief and Chief of Police.

Please note that our estimate represents runs to be dispatched by Newton Police Dispatch, (NOT actual transports to hospital), and that calls for service from Newton now include "E911" landline calls to the City PSAP, priority level calls made to the ambulance provider directly, calls to "business" lines at Newton Police and Fire, and a growing number of emergency calls placed from cellular phones. Newton Police Dispatch processes calls using Emergency Medical Dispatch ("EMD") protocols, and the severity of the problem determines the level of response. Calls range from basic, non-life-threatening to critical medical problems such as cardiac arrest, overdose or breathing problems. Our most frequent types of calls are falls, breathing problems, sick persons, unconscious or fainting persons, seizures, or unknown medical problems. The peak impact hours for calls are between 6:00 AM and 10:00 PM.

V. PROPOSER'S PLAN OF SERVICE

Your response to this RFP must address each of the following 22 items, as it pertains to your plan of service for Emergency Ambulance Service in the City of Newton. Your response must also contain information concerning your firm's provision of service under similar municipal contracts elsewhere in Massachusetts. Proposers may respond "None" or "N/A" to an item, but they must respond to all items. Proposers not doing so may be deemed non-responsive and their proposals be rejected.

1. Include a Technical Proposal Cover Sheet, with contact information for one individual in your company who will be designated to represent you concerning this solicitation.
2. In the past year, in Newton, we have run two different models of EMS systems. We have run a system where we have distinct ALS (double Paramedic) and BLS units, each assigned to different levels of calls. We have also run a Paramedic-Basic (PB) system where all units were PB, and the call level dictated how many units responded. Provide a narrative, of not more than ten pages in length, describing proposed levels of service. In particular, discuss in detail the following:
 - a. An EMS System using dedicated Double Paramedics and Double Basic units. Discuss the quantity of each and hours of operation. Include in this system a 24/7 Supervisor (Shift Commander) dedicated to, and based in, the City of Newton. This Supervisor's responsibilities would include day to day supervision of the EMS system, responding to emergencies in certain situations, and providing non-transport ALS care when needed.
 - b. An EMS system using primarily PB units. Discuss the quantity of each and hours of operation. Include in this system a 24/7 Supervisor (Shift Commander) dedicated to, and based in, the City of Newton. This Supervisor's responsibilities would include day to day supervision of the EMS system, responding to emergencies in certain situations, and providing non-transport ALS care when needed.
 - c. Demonstrate how back up will be provided when the need for additional units becomes necessary. Address where available primary and secondary back-up assets are located, as well as any agreements with private vendors to provide back-up service. Outline a detailed plan how back-up for all sectors of the City will be carried out. It is desirable to the City to have backup units housed in a facility located within the borders of the City of Newton.
 - d. Ability to implement Newton's service zone plan set forth in the Current Ambulance Contract.
3. In responding to this RFP, please discuss how you have performed your contractual obligations in municipalities similar in size to Newton.
4. On additional pages, please list all your current municipal emergency ambulance contracts in Massachusetts ONLY. Provide for each municipal contract the following information:

- a. The term of the current contract award to maximum option date, with dates of service if such work was provided in the same community under any previous contracts;
 - b. Contact information for the person in the city/town who most regularly supervises work in that municipality and is most familiar with your current operations there;
 - c. Dispatched call volumes and associated costs for each of the TWO most recent complete 12- month periods (call numbers as dispatched, which will be larger than actual transports to hospitals). In addition, please provide a table of the number of runs per year and costs for a community you serve similar in size to Newton;
 - e. Summarize types of insurance coverages and coverage limits furnished to the municipality under other Massachusetts municipal service contract/s.
 - f. Describe the level of staffing and number of personnel in other communities you serve similar in size and call volume to Newton.
5. For emergency calls made during the period 1/1/2019 to 12/31/2019, please provide the name of the emergency service location, in a Massachusetts OEMS Region III, IV, or V hospital, which accepted the greatest number of ALS patients transported by your company during that period. DO NOT include inter-hospital transfer work or nursing home transfer calls in giving this response.
 6. Please describe your GPS system and how your system would be interoperable with Newton's system. The City would be interested in exploring ways of accessing any GPS systems the provider may use for the benefit of the Dispatch Center.
 7. The selected provider must assign one individual of significant operational experience, decision-making and supervisory capacity in the firm ("Manager"), who will be conveniently available and responsive on a daily basis as the "primary representative" assigned to the City of Newton Emergency Service contract. This individual would be responsible for general operational oversight of the service, liaison with City administration, public safety agencies and Emergency Management personnel, attendance at oversight committee meetings, emergency preparedness drills, review of billing matters, general problem resolution and other matters relating to daily performance of the Provider. This individual will be expected to work closely with Fire, Police, School, and Health Department staff on a day-to-day basis as situations arise. They will be providing supervision of runs but not actually working on any of the dedicated Units.
 8. Designate the name of such Manager in your response materials, whom you agree to commit to sign to the Newton contract, and provide a resume. Be prepared for the Manager to be available and actively participate during Newton's solicitation process.
 9. Newton Dispatch utilizes an EMD System which assists dispatchers in determining the appropriate level of dispatch to send. The City will require the selected provider to ensure that all calls are run through Newton Dispatch so that Newton Dispatch may evaluate each call and determine the appropriate level of dispatch to send. Please describe your ability to comply with this requirement and how this process is handled in other communities that you serve.
 10. The City will require the selected provider to provide dedicated units to the City which shall not be used for any private contracts. Please describe your ability to comply with this requirement and additionally, how you will balance the duties and responsibilities of your contract with the City of Newton, if selected, and the duties and responsibilities of any private contracts that you currently maintain, whether inside or outside of the City of Newton.

11. The City will require the selected provider to maintain its ability to communicate with the City's 911 Dispatch Center by telephone and two-way radio, both at its principal place of business and the site where its vehicles are garaged in the City. The selected provider must maintain two-way radios in the ambulance so as to be able to communicate with the City's 911 Dispatch Center, Fire and Police personnel, as well as C-Med at all times. While vehicles shall be so equipped with two-way radio communications as mentioned above in fixed mobile units, additionally each unit shall be equipped with two (2) portable radios and at least one cellphone to communicate with the 911 Dispatch Center when the personnel are not in the vehicle. In addition, all backup units shall be equipped with some means of communicating with the City's 911 Dispatch Center. The selected provider shall make necessary arrangements for a direct telephone to be installed at the provider's expense between the City's 911 Dispatch Center and the providers Dispatcher. It shall be the responsibility of the selected provider to take any steps and procedures necessary to ensure optimum speed and efficiency in response between its personnel and equipment in the coordination of information/dispatches with the City's 911 Dispatch Center.

12. Indicate your ability to provide the following additional services to the City:

- a. Transport to area hospitals without charge to the patient or the City, any employee of the City injured within the City in the course of employment.
- b. Provision of a non-dedicated ambulance for all City-sponsored functions, such as the Fourth of July celebration and other special events, as requested, and also for the Boston Athletic Association-sponsored Boston Marathon.
- c. Provide at no cost to the City or the individuals receiving training:
 - i. EMS Training for Fire, Police, and 911 Dispatchers, including EMT classes, First Responder Training, and CPR/AED certification and recertification, as requested.
 - ii. A minimum of twelve (12) seats per calendar year for the EMT training class, which shall be made available to the Newton Fire and Police Departments.
 - iii. Training of designated City personnel in CPR/AED upon request including but not limited to certification of all Newton Fire and Police personnel.
- d. Describe how you would handle increasing the number of BLS trucks if the need became apparent.
- e. Resupply any and all medical equipment used in the field, e.g. EpiPens®, Narcan.
- f. Provide residents with relevant resource and referral materials provided by the City for specific types of calls (e.g. suicide attempts and deaths, drug overdoses)
- g. Attend all relevant meetings (e.g. emergency preparedness training sessions, tabletop exercises, drills, etc.) as requested.

13. Please provide your current and proposed rate structure.

14. List any new technologies and/or equipment that will be available to the City. It is desirable that the provider maintain a detailed knowledge of new technologies and/or equipment that would or could enhance the services provided to the City.

15. Explain your current Quality Assurance Program, including skills review and competency exams for current personnel.
16. Describe the metric(s) used to evaluate your ambulance run reports, i.e. delayed response, AED usage and unusual events, in the communities you presently serve. It is desirable that provider submit reports daily to the Fire Chief, and bi-weekly to the EMS Committee.
17. Indicate whether you will provide the City with any reimbursements, revenue or fees (e.g. dispatch fees, rental fees, and first responder fees), and how -you would propose to negotiate fees and/or rents with the City. Please provide examples of reimbursement, revenue or fee arrangements that you have with other communities you serve.
18. List any new programs or community outreach you are doing in other communities you serve and that you propose to do in Newton if selected (e.g. community education and/or training, programs that support individuals with in home care needs, vaccination and/or medical testing support)-
19. Indicate your ability to provide additional BLS and ALS vehicles during high-impact hours.
20. Indicate your ability to respond to multiple simultaneous calls at any given time. As an example, a typical 12-hour shift may involve responding to 20 or more calls.
21. Discuss the qualifications and level of training for your firm’s BLS and ALS ambulance personnel. The City will require the successful applicant to comply with all applicable federal, state and local laws and regulations, and demonstrate their familiarity with all laws, regulations or ordinances that may be applicable, and shall ensure that all their employees continue to maintain such familiarity and compliance.
22. The City may elect to interview proposers and expects to discuss and negotiate* with the selected provider issues related to housing of personnel and garaging of vehicles such as rent, utilities, accommodations, insurance, liability and cost-sharing arrangements. Please indicate how you would propose to undertake such discussions and negotiations. Additionally, please describe how such issues are handled in other communities you serve.

*In the event the City selects a proposer as most advantageous but is unable to negotiate a mutually satisfactory agreement, the City will then initiate negotiations with the second most advantageous proposer, and so forth.

VI. AWARD OF CONTRACT

Final selection of the most advantageous proposal will be based upon an evaluation and analysis of the information and materials submitted in response to items 1-22 above, interviews and negotiations. Commissioner of Health & Human Services will make a recommendation to the Mayor -as to which proposal is most advantageous based on the composite ratings, responsiveness of the Proposal, and financial benefits to the City. The final decision shall rest with the Mayor. The City of Newton reserves the right to waive any informalities in any or all proposals, or to reject any or all proposals, in whole or in part, if it be in the public interest to do so.

VII. CONTRACT TERM

It is anticipated that the term of the contract **shall extend to from the date of execution (or such date reasonably thereafter as the City may determine) through December 31, 2023** The City of Newton shall have the option, at its sole discretion, to renew the contract for up to two (2) one (1) year extensions with no change in the contract terms and conditions.

Attachment A
Emergency Ambulance Services
Technical Proposal Cover Sheet

This form and accompanying materials must be completed and placed in a separate sealed envelope marked
“RFP #21-01– Emergency Ambulance Services Technical Proposal”

This proposal includes addenda number(s) _____, _____, _____, _____.

Submitted herewith are the following:

- Technical Proposal
- Bidder's Qualifications And References Form
- Certificate Of Non-Collusion
- Certification Of Tax Compliance
- Certificate Of Foreign Corporation (if applicable)
- Debarment Letter
- IRS Form W-9

Name of Proposer: _____

Address: _____

Email: _____

Telephone: _____

Signature of Designated Representative of Proposer:

Signature: _____

Name: _____

(Please print clearly)

Title: _____

Dated: _____

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

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

- 1. FIRM NAME:
2. WHEN ORGANIZED:
3. INCORPORATED? YES NO DATE AND STATE OF INCORPORATION:
4. IS YOUR BUSINESS A MBE? YES NO WBE? YES NO or MWBE? YES NO

- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU? YES NO IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? YES NO IF YES, PROVIDE DETAILS.

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

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

PROJECT NAME:
OWNER:
CITY/STATE:

DOLLAR AMOUNT: \$ DATE COMPLETED:

PUBLICLY BID? YES NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? YES NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? YES NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? YES NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

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

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith 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 or individuals.

(Signature of individual)

Name of Business

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

Signature of Individual (Mandatory) (Voluntary) or Federal Identification Number	* Contractor's Social Security Number
---	---

Print Name: _____

Date: _____

OR

 Company Name
 (Corporation, Partnership, LLC, etc.)

By: _____
 **Corporate Officer (Mandatory)

Print Name: _____

Date: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

(Jurisdiction)

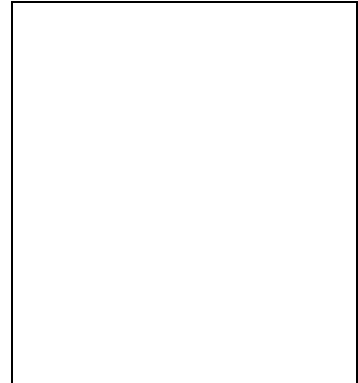
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



City of Newton



Mayor
Ruthanne Fuller

PURCHASING DEPARTMENT
NICHOLAS READ *CHIEF PROCUREMENT OFFICER*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date _____

Vendor _____

Re: Debarment Letter for Request For Proposal #21-01

Dear:

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

Debarment:

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

Your signature certifies that neither you nor your principal(s) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

PHONE _____ -- FAX _____
EMAIL _____

Signature _____ Date _____

If you have questions, please contact me at (617) 796-1220.

Sincerely,

Nicholas Read
Chief Procurement Officer

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

- Under penalties of perjury, I certify that:
- 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).

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 on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶	Name

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
GENERAL TERMS AND CONDITIONS**

1. The right is reserved to reject any and all bids, to waive minor informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City, as specified on the Work Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on Work Order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Contractor shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). The bid surety covers the City for damages when a bidder withdraws its bid after the bid submission date. Be advised that to the extent permitted by the law, the City will retain all bid deposits for withdrawn bids.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Work Order or Contract are at the risk of the Contractor and may result in an unenforceable claim.
13. The Contractor shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.

14. "Equal" - An item equal to that named or described in the specifications of the contract may be furnished by the Contractor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense.
- All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Contractor.

For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Contractor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Contractor shall pay for such costs."

15. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the purchasing Department.
16. **Right To Know:**
Any Contractor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The Contractor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the Contractor in noncompliance with the work order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the Contractor from selling said substances or mixtures containing said substances within the Commonwealth. All Contractors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.
17. **INSURANCE REQUIREMENTS**
The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation:
amended.

Per M.G.L. c.149, §34 and c. 152 as

COMMERCIAL GENERAL LIABILITY

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

VEHICLE LIABILITY

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

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

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force. The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

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

FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

CONTRACT FORMS

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

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

CITY - VENDOR AGREEMENT

CONTRACT NO. C-_____

THIS AGREEMENT made this __day of __ in the year Two Thousand and Twenty by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. PRODUCT DESCRIPTION.** The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's proposal for the following item or items:

EMERGENCY AMBULANCE SERVICES

- II. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:
- a. This CITY-CONTRACTOR Agreement;
 - b. The City's Request For Proposal #21-01 issued by the Purchasing Department;
 - c. The Project Manual for Emergency Ambulance Services including Specifications, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Wage Rate Requirements, Wage Rate Schedule(s);
 - d. Addenda Number(s) _____ ;
 - e. The Proposal Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
 - f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the CONTRACTOR in connection with this Project;
 - g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR. The CONTRACTOR represents that its proposal was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the CITY.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY - CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.
- VII. CONTRACT TERM.** The term of the awarded contract shall extend from the day of execution of this contract through **December 31, 2023**. The City shall have the option, at its sole discretion, to **extend the agreement for two (2) additional one (1) year terms with no change in the contract price and terms and conditions**. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding. **Prices submitted in this bid shall remain firm for the duration of the contract period, including options to renew.**
- VIII. QUANTITIES.** It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only.
- IX. MATERIALS.** The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.
- X. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written Purchase Order issued by the City specifying the equipment, materials or supplies to be delivered. The Contractor will be paid following completed delivery and acceptance of the equipment, materials or supplies ordered in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the delivered equipment, materials or supplies or acceptance of same whichever date is later.
- XI. CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the City for material or labor delivered or performed pursuant to this contract, the City shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the City. Any and all liens for supplies may be paid off by the City within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Contractor, and in such case the City may pay the amount of any final judgment or decree on any such claim. All money paid by the City in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the City in connection therewith shall be charged to the Contractor, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Vendor under the terms of this contract.
- XII. UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the City shall be entitled to take advantage of any decreasing market conditions, decreases to be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Contractor may reduce prices to others who purchase in similar quantities and under similar conditions.
- XIII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.

- XIV. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- XV. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- XVI. INSPECTION.** For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Contractor shall give the City free access to his works and furnish every facility for properly inspecting such equipment, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the City shall not relieve the Vendor from his obligation to comply in all respects with the contract.
- XVII. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XVIII. INSTALLATION.** If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the City, the Contractor shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the City, and the Contractor hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.
- XIX. TERMINATION.** The City of Newton may, by written notice of default to the Contractor, terminate the whole or any part of this Contract or any Shipping or Work Order issued pursuant thereto in any one of the following circumstances:
- a. If the Contractor fails to make delivery of the equipment, goods or supplies or to perform the services within the time specified herein or any extension thereof;
 - b. If the Contractor fails to perform any of the other provisions of this contract or, if in the opinion of the City, Contractor so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not correct such failure within thirty (30) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.
- XX. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

XXI. SEVERABILITY. The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

XXII. AMENDMENTS TO THIS CONTRACT. This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement,

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

CITY OF NEWTON

By _____
Print Name _____
Title _____
Date _____

By _____
Chief Procurement Officer
Date _____

Affix Corporate Seal Here

By _____
Newton Fire Chief
Date _____

City funds in the amount of \$ _____
are available in account number _____

Approved as to Legal Form and
Character _____

I further certify that the Mayor, or her
designee, is authorized to execute contracts and
approve change orders

By _____
Associate City Solicitor

Date _____

By _____
Comptroller of Accounts

CONTRACT APPROVED

Date _____

By _____
Mayor or her designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of

_____ (Insert full name of Corporation)

2. Corporation, and that

_____ (insert the name of officer who signed the **contract and bonds.**)

3. is the duly elected

_____ (insert the title of the officer in line 2)

4. of said corporation, and that on

5. (insert a date that is **ON OR BEFORE** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE SEAL HERE*
(Signature of **Clerk or Secretary**)*

7. Name: _____
(Please print or type name in line 6)*

8. Date: _____
(Insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.