

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR NEWTON POLICE DEPARTMENT

REQUEST FOR PROPOSAL:

SUPPLY AERIAL DRONES AND PROVIDE OPERATIONS TRAINING

RFP #22-19

Proposal Due Date: December 2, 2021 at 10:00 a.m.

November 2021

RUTHANNE FULLER, Mayor

**CITY OF NEWTON
PURCHASING DEPARTMENT**

REQUEST FOR PROPOSALS #22-19

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

SUPPLY AERIAL DRONES AND PROVIDE OPERATIONS TRAINING

Proposals will be received until: **10:00 a.m., Thursday, December 2, 2021***
at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459.

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

- 1. Proposals not sent by mail or courier may be dropped off in a locked drop box at the top of the stairs to the left 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.**

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.

Contract documents relating to this Request For Proposals will be available online at www.newtonma.gov/bids or for pickup at the Purchasing Department after: **10:00 a.m., November 18, 2021.**

The term of the awarded contract shall extend from the day of execution of this contract through delivery of equipment and in-person training. In addition, the on-line training access will continue for three years after completion of in-person training. **Prices submitted in this bid shall remain firm for the duration of the contract period.**

All proposals shall be submitted as one ORIGINAL and three COPIES.

All City of Newton proposals are available on the City's web site, www.newtonma.gov/bids.

It is the sole responsibility of the contractor downloading these proposals to ensure they have received any and all addenda prior to the proposal opening date.

Addenda will be available online with the original proposal document.

If you download proposals 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 purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX **AND REQUEST FOR PROPOSALS NUMBER.**

The City will reject any and all proposals in accordance with the above referenced General Laws.

In addition, the City reserves the right to waive minor 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.

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



Nicholas Read
Chief Procurement Officer
November 18, 2021

**CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT**

**REQUEST FOR PROPOSAL #22-19
SUPPLY AERIAL DRONES AND PROVIDE OPERATIONS TRAINING**

I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The *Chief Procurement Officer (CPO)* has determined that in order to select the most advantageous proposal for the supply and delivery of two (2) unmanned aerial vehicles (UAVs)¹ and the provision of training for the City of Newton Police Department (NPD), a Request For Proposals (RFP) using comparative judgments of technical factors and not price alone must be considered. Specific non-price factors the City wishes to consider are the quality of both in-person and on-line training provided by the bidder as well as past examples of written department policies and Certificates of Agreement (COAs) submitted to the Federal Aviation Administration (FAA) by the proposer. References may be submitted by the proposer based on previous contracts that the proposer has completed.

II. INSTRUCTIONS TO PROPOSERS

- A. **GOVERNING LAW and DEADLINE FOR SUBMISSION:** All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, 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, December 2, 2021.**

Proposals shall consist of two parts: (i) a Technical Proposal, which shall consist of all information responsive to this RFP except the fee the proposer will charge for equipment and services hereunder and (ii) a Price Proposal, which shall consist solely of the proposer's fee. Proposers shall submit one **original and three (3) copies of the Technical Proposal** in one envelope and **one (1) Price Proposal** in a separate sealed envelope. Please ensure that Technical and Price Proposals are submitted in **separate sealed envelopes**. A copy of the Technical Proposal in digital format is also required. A Technical Proposal which includes Price Proposal information may be rejected as non-responsive.

The Proposal envelopes shall be marked as follows:

1. **“TECHNICAL PROPOSAL - RFP #22-19 – “Supply Aerial Drones And Provide Operations Training”**
2. **“PRICE PROPOSAL – RFP #22-19 – “Supply Aerial Drones And Provide Operations Training”**

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.

IF PRICE IS INCLUDED IN THE TECHNICAL PROPOSAL, THE PROPOSAL MAY BE DISQUALIFIED.

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.

¹ An unmanned aerial vehicle (UAV), commonly known as a drone, is an aircraft without any human pilot, crew or passengers on board. UAVs are a component of an unmanned aircraft system (UAS), which include additionally a ground-based controller and a system of communications with the UAV. The flight of UAVs may operate under remote control by a human operator, as remotely-piloted aircraft (RPA), or with various degrees of autonomy, such as autopilot assistance, up to fully autonomous aircraft that have no provision for human intervention.

- B. **QUESTIONS/ADDENDUMS:** Inquiries involving procedural or technical matters should be directed in writing, no later than **Friday, November 26, 2021 at 12:00 noon.**
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 first line of their Transmittal/Cover Page which shall be placed as the first page of the Technical Proposal as well as on the designated line of the Price 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 (#22-19) 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 by the above referenced General Laws. 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.
- E. **TIMELINE:**

RFP Released:	November 18, 2021
Questions Deadline:	November 26, 2021
Addenda w/Answers:	November 29, 2021
Proposal Submittal:	December 2, 2021
Award:	TBA

III. BACKGROUND

The NPD, located at 1321 Washington Street, Newton Massachusetts, serves a community of approximately 88,000 residents. Its Mission Statement includes the goals of preventing crime, solving problems, and enforcing the law. To further this mission, NPD evaluates technological advancements to determine if they can further its stated mission. Over time, UAVs have improved in technological capability, cost, reliability and public acceptance. In addition, there have been many examples where UAVs have helped police departments provide situational awareness, assist with officer safety, and help locate both criminals and people who are missing or endangered.

With examples of other communities having successfully deployed UAVs to further their missions, the NPD has determined a goal to establish its own UAV program. To accomplish this goal, the NPD has to acquire both the equipment and training necessary to establish this program and must do so in such a way as to be in compliance with both State and Federal laws. Some of these requirements, in addition to the necessary equipment includes: establishing General Orders and other written departmental policies or procedures; successfully applying to the FAA to acquire a COA; training current and future officers to pass the FAA "Part 107" license test; and training current and future officers in how to use the necessary equipment.

IV. EVALUATION OF PROPOSALS

There will be no public opening of submitted proposals. Following the deadline for receipt, the Chief Procurement Officer will open the Technical Proposals and prepare a register of those firms submitting proposals which shall be available for public inspection. All proposal contents shall be confidential until the evaluation is final and award has been made.

The Technical Proposals shall be evaluated by an Evaluation Committee appointed by the NPD Chief or his designee, who shall prepare their evaluation instructions based on the criteria contained herein.

Upon completion of the technical evaluation, the Chief Procurement Officer will open and evaluate the Price Proposals. A contract will be awarded to the responsive and responsible proposer whose proposal is determined to be most advantageous taking into consideration cost and evaluative criteria. The City reserves the right to reject any and all proposals and to award a contract as determined to be in the best interests of the City.

All proposals shall remain firm for sixty (60) calendar days after the proposal opening.

V. MINIMUM CRITERIA

Any proposer submitting a proposal for UAVs and training must satisfy all the Minimum Criteria.

Proposals that do not demonstrate compliance with the Minimum Criteria may not be further considered.

Each proposer shall meet or complete and sign the following:

1. The proposer shall certify it has at least four years' experience in working with public safety agencies.
2. The proposer must certify that it has worked with at least 8 public safety agencies in providing on-site training/instruction to these agencies.
3. Completed Quality Rider
4. Completed Bidder's Qualifications and References Form
5. Completed Certificate of Tax Compliance
6. Completed Certificate of Non-Collusion
7. Completed Debarment Letter
8. Completed IRS Form W-9
9. Completed Certificate of Foreign Corporation (if applicable)

To the extent that a Minimum Criterion requires the certification of fact, the proposer's certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

VI. COMPARATIVE CRITERIA

Proposals that meet or exceed the Minimum Criteria will be evaluated and rated on the basis of the following Comparative Criteria. To the extent that a criterion is based on the evaluation of a proposer's plan, the proposer shall provide a plan that will allow for a meaningful evaluation of that plan. The city reserves the right to ask any proposer to provide additional supporting documentation in order to verify its response.

Ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) will be given for each of the following criteria for each proposer. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

1. In-Person Training Capabilities

Highly Advantageous: In-person training curriculum for items listed in this UAV and training RFP, which meet or exceed necessary training criteria for officers, the NPD, and their needs to pass the Part 107 FAA test and operate the purchased equipment. Training of at least 6 officers is also Highly Advantageous. Sample/s of in-person training for quality review is also Highly Advantageous.

Advantageous: In-person training capability of all training criteria in this RFP, but sample/s of in-person training material is of a lesser quality is Advantageous.

Not Advantageous: In-person training capability but not for all criteria listed in the RFP is Not Advantageous.

Unacceptable: No in-person training capability is Unacceptable.

2. On-Line Training Capabilities

Highly Advantageous: On-line training curriculum for items listed in this RFP, which meet or exceed necessary training criteria for officers, the NPD, and their needs to pass the Part 107 FAA test and operate the purchased equipment. On-going included access for at least three years to the online training curriculum is Highly Advantageous. Sample/s of on-line training or advanced access to review on-line training site for quality is also Highly Advantageous.

Advantageous: On-line training curriculum but sample of training material is of a lesser quality product. Less than three years included access on-going included to the online training curriculum after initial training is Advantageous.

Not Advantageous: On-line training but no advanced access to review quality or content and/or no on-going access to the training curriculum after initial training is completed is Not Advantageous.

Unacceptable: No on-line training capabilities is Unacceptable.

3. Delivery

Highly Advantageous: Equipment delivery, setup, officer familiarization and in-person training to be completed within 60 days. On-line training access to be provided within 14 days of completion is Highly Advantageous.

Advantageous: Equipment delivery, setup, familiarization and in-person training to be completed within 90 days. On-line training access to be provided within 14 days of completion is Advantageous.

Not Advantageous: Equipment delivery, setup, officer familiarization and in-person training to be completed within 120 days. On-line training access to be provided within 14 days of completion is Not Advantageous.

Unacceptable: Equipment delivery, setup, officer familiarization and/or in-person training unable to be completed within 120 days is Unacceptable.

4. Program Development

Highly Advantageous: Bidder to complete and submit the COA application to the FAA Portal site on behalf of the NPD. In addition, the bidder will develop a customized program to include policies, procedures, and SOPs based on the requirements and airspace and geography of the City is Highly Advantageous.

Advantageous: Bidder to complete and submit the COA application to the FAA Portal site on behalf of the NPD. In addition, the bidder will develop a customized program to include policies, procedures, and SOPs. This program isn't tailored to the airspace and geography of the City is Advantageous.

Not Advantageous: Bidder provides boilerplate information to the City of Newton Police Department, for the City to submit its own application to the FAA for COA approval. The bidder provides boilerplate information for policies, procedures and SOPs and does not account for the City of Newton geography and FAA airspace is Not Advantageous.

Unacceptable: Bidder is unwilling or unable to assist with COA application or policies, procedures or SOPs is Unacceptable.

**CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL #22-19
SUPPLY AERIAL DRONES AND PROVIDE OPERATIONS TRAINING**

QUALITY RIDER

The City is soliciting proposals for UAV equipment and training for the NPD. In addition to the costs associated with the equipment needed, the City is willing to consider in determining the most advantageous proposer, the quality of both in-person and on-line training provided by the bidder as well as past examples of written department policies and COAs submitted to the FAA by the proposer. References may be submitted by the proposer, on previous contracts that the bidder has completed, as well as additional examples of quality of potential product to be provided.

Proposers may provide access to their on-line training sites for the City to examine to determine suitability.

This Quality Rider must be submitted with the proposer's Technical Proposal.

Date _____

(Name of Proposer)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

_____/_____
(Telephone) (FAX)

(E-mail Address)

CITY OF NEWTON
DEPARTMENT OF PURCHASING
PRICE PROPOSAL #22-19

A. The undersigned proposes to furnish all supplies accordance with the Project Manual prepared by the City entitled:

SUPPLY AERIAL DRONES AND PROVIDE OPERATIONS TRAINING

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

C. The Total Contract Price will be based on the PRODUCT & SERVICES SPECIFICATIONS set forth at pp. 11-13 below.

(a) Total price for UAVs, set up and prep: \$ _____

(b) Total price for training services: \$ _____

Total Contract Price (the sum of (a) and (b)):

_____ and \$ _____
(Written word) (Numerical)

IMPORTANT: Award will be made to the most advantageous proposer taking into consideration the price, quality of training and Special Conditions. Contractor agrees that the items shall be those set forth in the Product Specifications.

COMPANY NAME _____

D. The undersigned has completed and submits herewith the following documents:

- Signed Bid Form, 2 pages
- Bidder's Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Certificate of Foreign Corporation (if applicable), 1 page
- Certification of Tax Compliance, 1 page
- Debarment Letter, 1 page
- IRS Form W-9, 1 page
- Quality Rider, 1 page

F. The undersigned agrees that, if selected as Vendor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

The undersigned further certifies under the 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 section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. c.29, §29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of General Bidder)
BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)
_____/_____
(Telephone) (FAX)

(E-mail Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

**CITY OF NEWTON, MASSACHUSETTS
NEWTON POLICE DEPARTMENT**

**GENERAL SPECIFICATIONS
FOR
SUPPLY AERIAL DRONES AND PROVIDE OPERATIONS TRAINING**

GENERAL SPECIFICATION

It is proposed to enter into a contract for the NPD requirements for UAVs and training.

INSPECTIONS

The NPD Chief will assign member/s of his department as inspector of the UAV program (Inspector), who will be responsible to the Chief or his designee, for the inspection and acceptance of all UAVs and training purchased and delivered to the NPD. The Inspector will authorize the purchase of each item of for the NPD.

QUALIFICATIONS

The contractor must have at least four years' experience in working with public safety agencies. The contractor must have worked with at least 8 public safety agencies in providing on-site training/instruction to these agencies.

AWARD

Award will be made to one proposer submitting the most advantageous proposal based on its Technical and Price Proposals.

GENERAL

Substitutions for equipment listed in the Product Specifications are not permitted without written authorization by the Chief or his designee.

DELIVERIES

Deliveries are to be made to Newton Police Department, Support Services Bureau, 1321 Washington St, West Newton, Massachusetts 02465 **within 90 calendar days after receipt of order.**

IN SUBMITTING THE BID, A PROPOSER GUARANTEES THAT IT WILL MAKE DELIVERY WITHIN THE TIME PERIOD SPECIFIED ABOVE.

The City will hold the contractor fully responsible for the delivery of the UAVs and training in exact accordance with the contract, and to the reasonable satisfaction of the Inspector, the NPD Chief or his designee and the City's CPO.

SERVICE

The contractor shall be required to make delivery of both equipment and training, in person and on-line, as requested. The specific dates for deliver are to be established by agreement with the Inspector or the Chief's designee. Equipment and training shall be inspected and approved by the Inspector or the Chief's designee. Any dissatisfaction with the equipment and/or training will be reported to the contractor which shall arrange with the Inspector to inspect, examine and repair, replace or resolve the item of dissatisfaction as is necessary. The resolution of the dissatisfaction shall be made as fast as practicable, but no longer than 90 days. Failure to resolve the item of dissatisfaction can result in termination of the contract.

REQUIREMENTS

The contractor will fulfil the equipment requirement items in the Product Specifications.

END OF SECTION

CITY OF NEWTON

PRODUCT SPECIFICATIONS FOR RFP #22-19 SUPPLY AERIAL DRONES AND PROVIDE OPERATIONS TRAINING

Each line item shall contain the needed equipment, setup or training necessary to fulfill the RFP.

A) Equipment provided:

1) Matrice 300 package that includes the following (number of items are listed in parenthesis prior to the product):

- (1) Matrice 300 RTK
- (1) 1-year basic shield crash protection for the Matrice 300 RTK.
- (1) Aircraftbody,
- (1) DJI Smart Controller and Lanyard,
- (2) TB60 batteries,
- (1) TB60 Battery charging station,
- (1) WB37 battery,
- (4) spare props,
- (2) landing gear legs,
- (1) vision calibration plate,
- (1) USB charger,
- (2) USB cables, screws-tools-spare parts.
- (1) Zenmuse H20T 4 in1 camera with thermal and zoom capability with 1-year basic shield crash protection
- (1) A second Smart Controller for camera operator (in addition to the one listed earlier)
- (4) Additional TB 60 Intelligent flight batteries (for a total of 6)
- (1) One extra WB37 Smart Controller battery (for a total of 2)
- (1) HPRC Case for Matrice 300

2) DJI Mavic 2 Enterprise Advanced package that includes the following:

- (1) DJI Mavic 2 Enterprise Advanced
- (1) 1-year DJI Basic Shield for the Mavic 2 Enterprise Advanced
- (1) Spotlight, strobe light and loudspeaker package
- (1) Aircraft battery
- (1) Hard-shell water-resistant case
- (1) DJI Mavic 2 Enterprise Flymore kit
- (1) Remote Controller
- (3) Intelligent Flight Batteries (for a total of 4)
- (3) extra pairs of propellers
- (1) pair of extra Control Sticks
- (1) Two-Way Charging Hub
- (1) 18W USB Charger & Shoulder Bag

B) Equipment setup and prep services:

1) The bidder must completely setup the Matrice 300 and Mavic 2 Enterprise Advanced before shipping and firmware update and testing. The bidder will submit a sample checklist of work performed on the equipment before it is sent out. The bidder will also test the equipment and provide a verification video of the aircrafts flying before shipping. Submit a sample verification video of a different prior contract as reference with the bid document.

C) Training services provided:

- Provide (1) full day of onsite training for Matrice 300 and Mavic 2.
- Provide 3 Supplemental Training days at our facility for equipment operation and Part 107 preparation.
- In addition to the onsite training, the bidder must provide supplemental training for the equipment and flight training including professionally produced comprehensive training videos that review all elements of the training as required below. The bidder will provide a sample video of each course. The online courses the bidder must include:
- Matrice 300

- Flying exercises for commercial flying
- Introduction to Drones for Mavic 2
- Part 107 Prep course

D) Program Development services provided:

- Complete and submit COA application to the FAA. The winning proposer will draft a declaration that must be submitted to the FAA. The bidder will completely fill out and submit our agencies application on the FAA COA Portal site.
- Develop a customized program including customized policies, procedures, Standard Operating Policies Manual, and work-flow processes. The bidder will develop customized policies and procedures based on requirements that will be provided. General templates are not accepted.

COMPANY: _____

CONTACT PERSON: _____

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)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification 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)

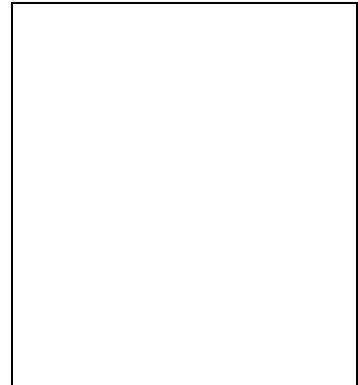
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

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 #22-19

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 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: Per M.G.L. c.149, §34 and c. 152 as amended.

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-One 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:

SUPPLY AERIAL DRONES AND PROVIDE OPERATIONS TRAINING

- 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 #22-19 issued by the Purchasing Department;
 - c. The Project Manual for Supply Aerial Drones And Provide Operations Training including Specifications, and if included or referenced therein, any General Specifications, Product Specification, 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.
- V. CONTRACT TERM.** The term of the awarded contract shall extend from the day of execution of this contract through delivery of equipment and the provision of in-person training. **The price submitted in this bid shall remain firm for the duration of the contract term.**

- VI. 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.
- VII. 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.
- VIII. 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.
- IX. 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.
- X. 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.
- XI. 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.
- XII. 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.
- XIII. 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.
- XIV. 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.
- XV. 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.
- XVI. 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.

XVII. 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.

XVIII. 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: Per M.G.L. c.149, §34 and c. 152 as amended.

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.

XIX. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

XX. 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.

XXI. 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 _____

By _____

Title _____

Chief Procurement Officer

Date _____

Print _____

By _____

Date _____

Chief of Police

Date _____

Affix Corporate Seal Here

Certified that City funds are available in the following account number:

Approved as to Legal Form and Character

5045C201-585060

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

By _____

Associate City Solicitor

By _____

Date _____

Comptroller of Accounts

Date _____

CONTRACT APPROVED

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 _____
(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*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
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.

**CITY OF NEWTON
PURCHASING DEPARTMENT**

SUPPLY AERIAL DRONES AND PROVIDE OPERATIONS TRAINING

SPECIAL CONDITIONS

1. Any bids that do not meet each requirement may be rejected.
2. The contractor must have at least four years' experience in working with public safety agencies.
3. The contractor must have worked with at least 8 public safety agencies in providing on-site training/instruction to these agencies.
4. The contractor must provide a complete referral list of at least 8 agencies including scope of work and dates preformed. Referrals must be from where scope of work included both equipment sales and training. No more than one referral from any prior contract.
5. The contractor must list at least 2 other agency bid projects that they have already provided equipment and training. List each bid project and include name of agency, scope of work and date performed.
6. The bidder must completely setup the Matrice 300 and Mavic 2 Enterprise Advanced before shipping. The bidder will submit a sample checklist of work performed on the equipment before it is sent out. The bidder will also test the equipment and provide a verification video of the aircrafts flying before shipping. Submit a sample verification video as reference with the bid document.
7. The Chief of Police will appoint a member of the department to serve as Inspector of Unmanned Aircraft Systems and the Inspector shall be responsible to authorize the specific purchase of required Unmanned Aircraft Systems and Training under this contract.
8. Provide (1) full day of onsite training for Matrice 300 and Mavic 2 Enterprise Advanced.
9. Provide supplemental training to include: flight training including professionally produced comprehensive training videos that review all elements of the training as required for the Matrice 300, flying exercises for commercial flying, introduction to drones for the Mavic 2, and Part 107 prep course. The bidder will provide a sample video of each course for review of quality and content.
10. Complete and submit the Certificate of Authorization (COA) application to the FAA. The winning bidder will draft a declaration that must be submitted to the FAA. The bidder will completely fill out and submit our agencies application on the FAA COA Portal site.
11. Develop a customized program including customized policies, procedures, Standard Operating Polices Manual and work flow processes. The bidder will develop customized policies and procedures for the NPD. General templates are not acceptable.
12. Prior to delivery, all equipment must be setup with the latest version of firmware, and flight tested before shipping to NPD. Bidder must include detailed checklist of all work performed on both the Matrice 300 and Mavid 2 Enterprise Advanced prior to shipping.
13. Activate all DJI Enterprise Shield plans for both Matrice 300 and Mavic 2 Enterprise Advanced including the aircraft and camera.
14. Provide 24/7 phone tech support for 1 full year including evenings and weekends.
15. At City's request, the proposer will provide individual cost breakdown of all equipment and services
16. Sample checklist of services and setup prep that the contractor will perform on the Matrice 300 and Mavic 2 Enterprise Advanced before delivering the equipment.

17. Sample of verification video contractor provide to your customers of Matrice 300 flying and working before it is shipped.
18. Detailed training curriculum for 1 day of provided onsite training as well as a plan for pilot skills development after initial onsite training is completed.
19. Course outline document for Matrice 300 online supplemental video library.
20. Link to a sample video of Matrice 300 supplemental online course that will be provided. This course cannot be outsourced to a 3rd party provider.
21. Link to a sample video of introduction to drones and the Mavic online course. This course cannot be outsourced to a 3rd party provider.
22. Link to a sample video for online flight training course. This course cannot be outsourced to a 3rd party provider.
23. Link to a sample video for Part 107 prep online course. This course cannot be outsourced to a 3rd party provider.
24. Deliveries of items ordered must be completed within ninety (90) days after receipt of order.

END OF SECTION