

**MARKETING AND ADVERTISING SERVICES  
REQUEST FOR PROPOSALS**



**CITY OF LAWRENCE, MASSACHUSETTS**

**RELEASED: MONDAY, FEBRUARY 06, 2023**

**DUE BY: MONDAY, MARCH 06, 2023 11:00 AM**

**DELIVER TO:**

**City of Lawrence  
Office of the City Clerk  
200 Common Street, Room 107  
Lawrence, MA 01840**

# EMPLOYEE ASSISTANCE PROGRAM SERVICES

## RESPONDENT'S CHECKLIST

Please ensure all documents listed on this checklist are included, and/or acknowledged with your submission. Failure to do so may subject the proposer to disqualification.

**TECHNICAL PROPOSAL ENVELOPE SHALL CONTAIN ONE (1) ORIGINAL, THREE (3) COPIES & ONE ELECTRONIC COPY OF THE FOLLOWING:**

- \_\_\_\_\_ Respondent's Checklist (this form)
- \_\_\_\_\_ Electronic bid submittal (USB)
- \_\_\_\_\_ Letter of Transmittal
- \_\_\_\_\_ Project Narrative/Submission Requirements
- \_\_\_\_\_ Certificate of Non Collusion
- \_\_\_\_\_ Certificate of Tax Compliance
- \_\_\_\_\_ Clerk Certificate
- \_\_\_\_\_ W9 Form
- \_\_\_\_\_ Acknowledgement of Addenda (submission of copy of addenda issued, if any)

**COST PROPOSAL ENVELOPE SHALL CONTAIN 1 ORIGINAL and 1 ELECTRONIC *ONLY* THE FOLLOWING:**

- \_\_\_\_\_ Cost Proposal (cost sheet included in bid)
- \_\_\_\_\_ Electronic Copy (USB)



## **CITY OF LAWRENCE REQUEST FOR PROPOSALS**

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## Section 1

### INTRODUCTION

The City of Lawrence is seeking proposals from qualified vendors/firms to assist staff in the development of marketing strategies and execution of tasks related to publicity, advertising, social media, and audio visual production. The City of Lawrence currently has a full-time Communication Director, who will oversee the selected firm. Services shall be for a one-year contract with the option to renew for up to two more calendar years.

### ANTICIPATED RFP TIME TABLE

Dates and times listed on this RFP Time Table are subject to change.

<b>RFP issued</b>	<b>Monday, February 6, 2023 @ 9:00 AM</b>
<b>Deadline for submitting questions</b>	<b>Wednesday, February 15, 2023 by noon</b>
<b>Proposals due</b>	<b>Monday, March 6, 2023 by 11:00 a.m.</b>
<b>Evaluation of proposals</b>	<b>March 6- 10, 2023</b>
<b>Award of contract</b>	<b>March 2023</b>

## Section 2

### GENERAL INSTRUCTIONS AND CONDITIONS

- Proposal Deadline.** Pursuant to M.G.L. Chapter 30B, the City of Lawrence seeks proposals from qualified bidders interested in providing an employee assistance program for City employees during a three-year contract period. Bidders shall submit in separate sealed envelopes one (1) hard copy and one (1) electronic copy (USB) of their Cost and Technical proposals properly labeled "Marketing and Advertising Services." Proposals are due on or before **11:00 a.m. on Monday, March 6, 2023** at the Office of the City Clerk. Late proposals will not be considered.
- Time for Award.** The Chief Procurement Officer, after a recommendation from the evaluation committee and consultation with the Department Head, will make an award of contract taking into consideration price and services to be provided to the City. An award of contract will be made within thirty (30) days after the proposal submission date or as soon as practicable thereafter. The time for award may be extended for up to thirty (30) days by mutual agreement.
- Issued Addenda.** If any changes are made to this RFP, an addendum will be issued. Addenda will be posted on the City's website at [www.cityoflawrence.com/bids](http://www.cityoflawrence.com/bids) and a link will be emailed to all proposers on record as having received the RFP package. If the City issues any addenda to this RFP, each proposer shall acknowledge on the Respondent's Checklist or Executive Summary, the receipt of each addendum by addendum number.
- Questions** concerning this RFP must be submitted in writing to Jannelvy Martinez, Purchasing Agent, before **noon on Wednesday, February 15, 2023.** Questions may be emailed to [jannelvymartinez@cityoflawrence.com](mailto:jannelvymartinez@cityoflawrence.com). Written responses will be emailed to all proposers on record as having received the RFP package. Bidders should note that oral

communications are not binding on the City. Questions received after the due date will not be responded to unless the City determines it is necessary. ***The City of Lawrence has identified a sole point of contact with bidders for the purpose of this RFP. Any attempt to contact any other City of Lawrence employee or to circumvent these procedures in any manner may be grounds for disqualification of the bidder from the procurement process.***

5. **Withdrawal/Modifications.** All proposals received by Lawrence in response to this RFP shall be considered “firm” and may only be withdrawn as provided by M.G.L. c.30B. A proposer may correct, modify or withdraw a bid by sealed written notice clearly marked as a correction, modification or withdrawal and received in the Office of the Purchasing Agent prior to the time and date set forth for proposal submission.
6. **After the proposal submission deadline,** a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident.
7. **City’s Right to Reject.** The City reserves the right to cancel this RFP, or reject in whole or in part any and all proposals, if the City determines that cancellation or rejection serves the best interests of the City.
8. Proposals which are incomplete, conditional, not properly endorsed, or signed, or which are otherwise contrary to these instructions may be rejected.
9. **Appropriation.** The contract award is subject to an appropriation by the City Council for the fiscal year in which the contract is executed and for any subsequent fiscal year during the contract term.
10. **Conflict of Interest.** It is prohibited for any proposal to be submitted that would constitute a violation of the conflict of interest statute, M.G.L. chapter 268A.
11. **Procurement Process Overview.** The City's RFP has been structured to comply with Chapter 30B of the Massachusetts General Laws. All respondents to the RFP must ensure that two separate submittals are made to the City. One submittal shall discuss Qualifications and the specific Services that the Proposer offers (Technical Proposal). The second submittal shall include cost information in the format requested (Price Proposal). The Qualifications and Service Package (Technical Proposal) shall make no reference to cost.

The City Proposal review process will consist of the following:

- All proposals will be reviewed to determine if the Minimum Submission Requirements criteria have been complied with. Proposals that do not meet the Minimum Criteria will not be further reviewed and will be considered as non-responsive.
- All proposals meeting the Minimum Submission Requirements will be initially evaluated based on the specific information presented in the RFP
- The City will review all proposals and make a formal recommendation to the City's Chief Procurement Officer. The formal recommendation will be made based on review and consideration of the Proposers' Minimum Submission Requirements, Proposal, interview,

references and/or price. Final selection of a Contractor will be made to the most advantageous firm offering the best plan of service at a reasonable cost that is in the best interest of the City.

- **Rule for Award:** Pursuant to M.G.L. c.30B a three-year contract shall be awarded to the vendor offering the most advantageous proposal taking price into consideration.
- The City reserves the right to waive minor informalities. In addition, the City reserves the right to reject all Proposals or to accept any Proposal, which in its opinion, is in the best interest of the City.

12. **Proposers' Examination of the RFP.** Proposers shall examine all information and materials contained in and with this RFP. This shall include, but not limited to, all relevant laws and regulations of the Commonwealth of Massachusetts and the United States Government. Failure to do so shall be at the proposer's risk.

13. **Exceptions to the RFP.** All exceptions to this RFP shall be clearly identified and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for Lawrence, and a description of the advantages to be gained by Lawrence as a result of these exceptions.

14. **Incurring Costs.** Lawrence shall not be liable for any costs incurred by proposers in preparing, submitting or presenting proposals, or in satisfying any demonstration or other requirements.

Lawrence shall not reimburse any costs incurred by proposers in anticipation of being awarded the contract under this RFP.

Lawrence shall not accept billings for additional costs except as may be otherwise specified in this RFP or the Agreement pursuant hereto.

15. **Responsibilities of Prime Contractor.** The successful proposer shall be considered as the prime Contractor and shall be required to assume total responsibility for all billing and mailing services offered in its proposal, whether or not it is the manufacturer, producer, author or supplier of them.

Lawrence shall consider the successful proposer to be the sole point of contact with regard to all contractual matters, including the performance, service of and payment for services rendered.

16. **Proposals Considered "Firm."** All proposals received by Lawrence in response to this RFP shall be considered "firm" and may only be withdrawn as provided by M.G.L. c.30B. Any proposer wishing to withdraw its proposal prior to the date and time specified in this RFP for submission shall send a letter by certified mail, return receipt requested, to the Chief Procurement Officer in advance of such withdrawal.

17. **Firm Price.** Prices offered by the proposer shall be firm and not subject to increase during the term of any contractual agreement arising between Lawrence and the successful proposer as a result of this RFP, except as may be otherwise provided in this RFP or the contract pursuant to it with the successful contractor. Prices offered must remain firm for the entire three-year contract period.

18. **Price Escalation Clause.** Prices offered by the proposer must be firm and not subject to increase during the term of the contract. Price escalation clauses over and above the total submitted proposal price(s) are not allowed. Only the total proposal price(s) will be accepted.

Proposers cannot insert/include a statement indicating their price(s) will increase during the life of this contract above or beyond their submitted proposal price(s) due to third party actions or unnamed contingencies. Inclusion of an escalation clause of any kind will result in the rejection of your proposal.

19. **Copy of Standard Contract.** This RFP contains a sample copy of the City of Lawrence Standard Contract that the successful bidder(s) will be required to sign, upon notification of contract award. Software license agreements may be incorporated into the Standard Contract, under Schedule A-Scope of Services, subject to the approval of the City Attorney. Any software licensing agreements that are to be part of the Standard Contract must be included with the bid documents in order to allow the City Attorney to review the agreement(s), prior to awarding of the contract(s).
20. **Terminology.** Terms used in this RFP are not intended to imply or denote a particular contractor and are not to be construed as restrictive in any way. All references in this RFP to specific products or suppliers are intended for illustrative or explanatory purposes only with no endorsement intended or implied by the City.
21. **Availability of Funds.** If the City of Lawrence should not, for any reason at any time, appropriate or otherwise make available funds to support continuation of performance in any fiscal year succeeding the first year, the City's Chief Procurement Officer shall cancel any contract pursuant to this RFP without penalty upon thirty (30) days' notice to the successful proposer.
22. **No Assignment.** Assignment by the successful contractor to any third party of any contract based on this RFP or any monies due shall be absolutely prohibited.
23. **Confidentiality.** Under the Massachusetts General Laws, the City of Lawrence cannot assure the confidentiality of any material or information, which may be submitted by a proposer in response to this RFP. Thus, proposers who choose to submit confidential material or information do so at their own risk.
24. **Rights to Submitted Material.** All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by proposers shall become the property of Lawrence when received. Lawrence shall have no obligation to return any such submitted material.

Supporting technical manuals will be returned at the request of the contractor. Lawrence retains the right to use any or all system ideas presented in any proposal in response to the RFP, whether amended or not. Selection or rejection of any proposal does not affect this right.

25. **Force Majeure.** Neither the proposer nor the City shall be liable, nor may either cancel the Agreement pursuant to this RFP, when delays arise out of causes beyond the control and without the fault or negligence of the proposer or the City. Such causes may include but are not restricted to acts of God or the public enemy, acts of the City in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather (defined as any weather situation which requires the Governor of the Commonwealth of Massachusetts to declare a state of emergency). In every case, the delay must be beyond the control and without the fault or negligence of either party.

If the proposer is delayed in her performance as a result of the above causes, the City may either (1) extend the time for completion of such responsibilities for a period equivalent to the

time lost for completion of such responsibilities by reason of any or all of the aforesaid causes, or (2) secure substitute performance at its own cost and expense during the duration of the excusable delay and reduce performance and payment under this Agreement, or (3) terminate all or a portion of this Agreement when the delay totally precludes the proposer's performance for materially affects it and the delay continues for a delay of (30) thirty days. The City agrees that within (10) ten business days after commencement of the delay, it shall give the proposer written notice of its election as to options 1, 2, or 3.

26. **Liability and Insurance.** Proposers shall save and keep Lawrence harmless for any and all legal liability which may be established on behalf of any person or persons or corporation, whomsoever for, growing out of the normal use of these services.

The successful proposer shall take out and maintain during the life of the contract pursuant to the RFP such Public Liability and Property Damage Insurances as shall protect him and any subcontractor performing work covered by the contract from claims for damages for injury, including accidental death, as well as for claims for property damage which may arise from operations by himself or by his subcontractor(s) or by anyone directly or indirectly employed by either of them. The successful proposer shall also take out and maintain for the term of the contract all coverage's required by statute or regulation.

General liability insurance shall be maintained in the amount of \$500,000 including property damage in the amount of \$500,000. Bodily injury insurance shall be maintained in the amount of \$1,000,000. Proof of the existence of such coverage shall be furnished to the City of Lawrence at the time of execution of the contract. The City of Lawrence shall be named as an insured.

The contract between the City of Lawrence and the successful proposer shall have the proposer hold the City harmless and indemnify the City for damages arising from proposer's actions. No exception to this part of the contract will be accepted.

27. **Non-Discrimination in Employment and Affirmative Action.** The proposer shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The proposer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; the Age Discrimination in Employment Act of 1973; Massachusetts General Laws Chapter 151B Section 4 (1) and all relevant administrative orders and executive orders.

If a complaint or claim alleging violation by the proposer of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD) the proposer agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim.

In the event of the proposer's noncompliance with the provisions of this section, Lawrence shall impose such sanctions as it deems appropriate, including but not limited to:

- i. Withholding of payments due the proposer until the proposer complies; and
- ii. Termination or suspension of any contract or agreement pursuant to this RFP.

28. **Minority and Women Business Enterprise.** City of Lawrence encourages that minority and women-owned businesses shall have the maximum opportunity to participate in the performance of contracts utilizing taxpayer funds.



## Section 3

### SUBMISSION OF PROPOSALS & STRUCTURE

The City of Lawrence is requesting proposals from interested and qualified firm(s), to provide services to assist staff in supporting any and all marketing including publicity and advertisement needs for the municipality overall.

#### FORM AND STRUCTURE OF PROPOSAL

##### Technical Proposal

One (1) ORIGINAL, three (3) COPIES & one (1) ELECTRONIC copy (USB) of the Technical Proposal must be submitted in a sealed envelope and labeled as follows: **MARKETING AND ADVERTISING SERVICES.**

To be considered a complete bid, bidders must include all of the following in their submittal. The bid must be organized in the following manner:

- **Letter of Transmittal.** A letter of introduction including the corporate name, address and telephone number of the proposer and the name of the individual who will be the primary contact with the City of Lawrence.

The cover letter may also briefly set forth any particular non-cost information the proposer wishes to bring to the City of Lawrence's attention.

- **Narrative/Plan of Services.** including your approach to objectives, specific elements, tasks associated with services, delineating how the vendor shall fulfill the Scope of Services proposed to be rendered. **DO NOT QUOTE ANY PRICES IN THIS DISCUSSION.** The proposal should also address:
  - Please describe in detail how your program will meet or exceed each of the requirements listed in Section 3 of this RFP.
  - Professional qualifications of Employees and Staff. The vendor should describe its management capabilities in its field relevant to this RFP. This section should include the names and professional qualifications of the vendor's employees and staff who will have primary responsibility for administering the City's Marketing & Advertising. This should include the clinical capabilities of the staff and immediate primary referral staff. Please provide a statement as to the availability of staff performing all services.
  - Vendor shall ensure all marketing materials are their own. The vendor should provide a sample Marketing Plan.
  - Project descriptions for three (3) recent projects with a similar scale and scope performed by the respondent within the last five (5) years. Include the following:
    - Name of the client (include contact information)
    - Description of projects
    - Key personnel involved and year the project was completed
    - Disclose any material agreements, relationships, or employment your firm or team members have with The City of Lawrence that may create a conflict of interest or the appearance thereof.
  - Include (as an appendix) copies of your firm's most recent Equal Opportunity form (EEO-1) and Affirmative Action policies, if applicable.
  - **Clearly respond to each criterion listed in the Comparative Evaluation Criteria in this RFP as enumerated.** Responses shall be complete and full.

- **References.** Please provide a list of three references, which are municipalities in Massachusetts, which may be contacted during the RFP process. Two of the references must be current customers for whom the vendor is providing services similar to those outlined in the RFP. One reference may be a client that is no longer and active customer of the vendor. Include the name, contact person, his/hers title, address and telephone number. The City reserves the right to use itself as a reference to determine the vendor's responsiveness and responsibility, and reserves the right to call current or former clients not listed as a reference.
- **Required Forms.** In this section shall be a fully completed and signed Clerk Certificate, Certificate of Non-Collusion, Certificate of Tax Compliance and W9 Form. Proposals submitted without any one of these forms may result in rejection of your proposal.

**Cost Proposal**

One (1) ORIGINAL & one (1) ELECTRONIC copy of a completed cost proposal sheet must be submitted in a sealed envelope and labeled as follows: **MARKETING AND ADVERTISING SERVICES COST PROPOSAL.**

- **Completed Cost Proposal:** Completed Cost Sheet in Section 6 of this RFP.

The fee shall be prospective, consultant will coordinate with staff to scope and track projects as needed, tracked against an overall contract for the 2023 calendar year, with the option to renew for up to two more calendar years.

Outline proposed fees for the project as described and an outline of preferred payment timing.

## Section 4

### REQUIRED SERVICES

#### Scope/Plan of Services

This RFP is to procure help with any or all of the following types of work, on an as-needed basis:

1. Development and execution of general, project-specific or event-specific marketing strategies and promotion that may include:
  - Design of flyers, brochures, reports and folders as needed.
  - Development of electronic media as needed.
  - Audiovisual production: filming, editing, design and narration.
  - Development of social media content as needed.
  - Development and management of paid media (traditional, digital, social, etc.) as needed.
  - Strategy and implementation of SEO campaigns.
2. Meet periodically to strategize for future marketing needs.
3. Market research including qualitative and quantitative measurement of brand awareness, sentiment, etc.
4. All deliverables will be printer and web ready as needed.
5. Will provide working files as requested.

Consultant will coordinate with staff to scope and track projects as needed, tracked against an overall contract for the 2023 calendar year, with the option to renew for up to two more calendar years.

#### General Covenants and Conditions

The following general covenants and conditions should be included in the proposal:

- Billing shall be presented after services are performed during the term of the agreement.
- The City and provider shall keep records and not dispose of any materials without prior written consent. The parties shall agree to comply with all state and federal laws and regulations governing the release FOIA requests, and disposal of records.
- Upon termination of the contract, vendor will turn over the City's property, videos, marketing materials and records to the City or its designated successor. However, such records shall be released only upon receipt by FOIA request, which shall meet the requirements of all applicable state and federal laws relating to the disclosure of said records.
- The vendor shall conduct its activities and operations in accordance with all rules and regulations of the City and applicable state and other governmental authorities.
- The agreement will embody the whole agreement of the parties. There shall be no promises, terms, conditions or obligations other than those contained therein; and that

agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

- There shall be no modification of the agreement, except in writing and executed with the same formalities of the original agreement.
- Notices - the parties shall provide locations whereby all notices required to be served by provisions of an agreement may be served by sending a letter duly addressed by certified or registered mail.
- Indemnification - The vendor shall indemnify and hold harmless the City, its elected or duly appointed officers, directors, employees, against liability, losses, damages or expenses (including legal expenses) resulting from any claim based upon negligent or intentional acts or omissions of the provider, its employees or its agents in providing its services to employees of the City or their dependents pursuant to the agreement.

### **Price Proposals**

The fee shall be prospective, consultant will coordinate with staff to scope and track projects as needed, tracked against an overall contract for the 2023 calendar year, with the option to renew for up to two more calendar years.

Outline proposed fees for the project as described and an outline of preferred payment timing.

**Section 5**

**REFERENCES**

Please provide a list of three references, which are municipalities in Massachusetts, which may be contacted during the RFP process. Two of the references must be current customers for whom the vendor is providing services similar to those outlined in the RFP Bidders shall not list the City of Lawrence as a reference.

1. Contact \_\_\_\_\_  
Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Brief Description of project \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Contact \_\_\_\_\_  
Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Brief Description of project \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Contact \_\_\_\_\_  
Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Brief Description of project \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Contact \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Brief Description of project \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Contact \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Brief Description of project \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Section 6**

**PRICE PROPOSAL FORM**

The undersigned Proposer certifies under penalties of perjury that this Price Proposal, including the attached documents, has been made and submitted in good faith and without collusion or fraud with any other person. As used in the certification, 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 that he has carefully examined the RFP, including the attached exhibits and all addenda, and it proposes and agrees that it will contract with the City to provide all of the services described therein in the manner and time set forth therein for the prices set forth below.

The Proposer certifies that the information contained in this Price Proposal is current, truthful and complete.

This bid includes addenda numbered \_\_\_\_\_

**MARKETING AND ADVERTISING FEE PROPOSAL**

<b>YEAR 1 \$ _____ HOURLY RATE</b>
<b>YEAR 2 \$ _____ HOURLY RATE</b>
<b>YEAR 3 \$ _____ HOURLY RATE</b>

Date \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By \_\_\_\_\_  
(Name of Person Signing Bid and Title)

\_\_\_\_\_  
(Business Street)

\_\_\_\_\_  
(City, State, Zip)

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_

## Section 7

### MINIMUM EVALUATION CRITERIA

A contract(s) will be awarded to a responsive and responsible contractor who has submitted a proposal which conforms in all aspects to the Request for Proposal. A responsive contractor is a contractor who has submitted a proposal, which conforms in all respects to the request for proposals. A responsible contractor is a contractor who has the capability to perform fully the contract requirements and the integrity and reliability to, which assure good faith performance.

At a minimum, the services being offered to the City as a result of this RFP, must meet the following requirements. Proposals which do not meet the minimum requirements as set forth herein may be considered unresponsive, at the City's sole discretion, and may be rejected.

MINIMUM REQUIREMENTS		YES	NO
1.	Proposer has been in the business of providing/administering Marketing and Advertising Services for a minimum of five (5) years?		
2.	The vendor has the ability to provide a local office (either in Lawrence or within a 5-mile radius of Lawrence) from which services may be provided or can accommodate on-site meetings?		
3	The vendor has multicultural marketing experience, primarily background working with Spanish speaking audiences?		
4	The vendor has detailed the scope of expertise, services, offerings, demonstrated experience, and technical competence; and has provided samples of the materials that will be available for use by the City?		
5.	The proposer shall have, as full-time personnel, at least one employee dedicated to the City of Lawrence's needs with a response time to management or employees of no longer than 24 hours.		
6.	<p>No documentable record of non-performance or significant unsatisfactory performance.</p> <ul style="list-style-type: none"> <li>Proposers must list any unsatisfactory or non-performance reports against them by any Massachusetts municipalities. Listed shall be the reporting municipality, contact person &amp; telephone number.</li> </ul>		
7	Proposer has submitted a complete proposal with all required documents signed; i.e. Non Collusion, Tax Compliance, Clerk Certificate and W9; as instructed in Form and Structure of Proposal in this RFP?		



## Section 8

### COMPARATIVE EVALUATION CRITERIA

The City of Lawrence shall apply the criteria, which follows in its evaluation of the proposals. The purpose of the information requested in this section is to assist the evaluation committee in making decisions about the proposers' overall qualifications, including technical abilities and previous experience. **Proposers should clearly respond in writing to each criterion as enumerated, responses to the following areas shall be complete and full.**

The Chief Procurement Officer will select an individual(s) to assist in evaluating the proposals. The individuals will review each proposal- and provide the Chief Procurement Officer with a recommendation regarding "responsiveness" or "non-responsiveness."

Proposals that fulfill all "minimum" criteria will be evaluated on the basis of "Comparative Evaluation Criteria."

**The ratings of "Highly Advantageous", "Advantageous", "Non Advantageous" and/or "Unacceptable" will be used to evaluate each proposal using the following evaluation criteria:**

**1. Proposer's experience with Marketing and Advertising Services to Massachusetts Municipalities:**

- Highly Advantageous:** Proposer's who possess more than Five (5) or more years of experience conducting Marketing and Advertising services in Massachusetts.
- Advantageous:** Proposer's who possess Five (5) years of experience conducting Marketing and Advertising services in Massachusetts.
- Not Advantageous:** Proposer's who possess less than Five (5) years of experience conducting Marketing and Advertising services in Massachusetts.

**2. Proposer Qualifications to provide a local office, which will directly dispense the services, within a 5-mile radius of Lawrence, MA:**

- Highly Advantageous:** Proposer has ability to provide a local office within the City limits of Lawrence.
- Advantageous:** Proposer has ability to provide a local office within a 5-mile radius of the City of Lawrence.
- Not Advantageous:** Proposer has ability to provide a local office beyond the 5-mile radius of Lawrence.

**3. Proposer's ability to provide a minimum of one full-time personnel dedicated to the City of Lawrence's needs with a response time to management or employees of no longer than 24 hours.**

- Highly Advantageous:** Proposer has a clearly defined and provided the capacity of one or more full-time personnel who will be to the City of Lawrence's needs with a response time to management or employees of no longer than 24 hours.

**Advantageous:** Proposer has a clearly assured that at least one (1) personnel who will be to the City of Lawrence's needs with a response time to management or employees of no longer than 24 hours.

**Not Advantageous:** Proposer has not clearly assured that at least one (1) personnel who will be to the City of Lawrence's needs with a response time to management or employees of no longer than 24 hours.

4. **The Proposer shall have multicultural marketing experience, primarily background working with Spanish speaking audiences. The proposer should provide a portfolio or marketing plan prepared for distribution to the Communications Director for the City of Lawrence.**

**Highly Advantageous:** The proposer shall demonstrate multicultural marketing experience, primarily experience working with Spanish speaking audiences and prepared a portfolio or materials to be presented as proof of experience.

**Advantageous:** The proposer shall demonstrate a plan to implement multicultural marketing in their firm, primarily explain how they would work with Spanish speaking audiences and prepared a portfolio or materials to execute this plan.

**Not Advantageous:** The proposer did not demonstrate a plan to implement multicultural marketing in their firm, nor explain how they would work with Spanish speaking audiences and did not prepare a portfolio or materials to execute this plan.

5. **The Proposer shall have demonstrated experience and technical competence of the consultants or individuals who will perform the task requirements outlined.**

**Highly Advantageous:** The proposer has an established marketing firm and project procedure that emphasizes the consultant's ability to generate creative solutions for the proposed deliverables. The proposer shall have documentation to affirm its experience and the competence of the proper's team members and provide examples of their full range of skills. Qualifications or resumes provided.

**Advantageous:** The proposer has the ability to generate creative solutions for the proposed deliverables. The proposer has limited documentation to affirm its experience and the competence of the proper's team members and provide examples of their full range of skills.

**Not Advantageous:** The proposer does not have the ability to generate creative solutions for the proposed deliverables. The proposer did not provide documentation to affirm its experience and the competence of the proper's team members and did not provide examples of their full range of skills.

**Section 9: Certificate of Non Collusion, Clerk Certificate, Certificate of Tax Compliance & W9 Form**

*All forms must be completed and submitted with the Non-Cost Proposal*

**Certificate of Non Collusion**

The undersigned certifies under the penalties of perjury that this bid or bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.

\_\_\_\_\_  
Signature of person submitting contract/bid

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Business

***This form must be completed and submitted with the Non-Cost Proposal***

**Certificate of Tax Compliance**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to state and local taxes, reporting of employees and Contractors, and withholding and remitting child support.

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual or  
Corporate Name

\_\_\_\_\_  
Corporate Officer  
(if applicable)

***This form must be completed and submitted with the Non-Cost Proposal***

***Clerk Certificate***

***Authorization to Sign Contract***

At a duly authorized meeting of the Board of Trustees/Directors of the

\_\_\_\_\_ held on  
***Name of Organization***

\_\_\_\_\_ at which all the Trustees/Directors were present and waived  
***Date***

notice, it was VOTED, that \_\_\_\_\_, \_\_\_\_\_  
***Name*** ***Officer***

of this organization, is authorized to execute contract in the name and behalf of said organization,  
and affix its corporate seal thereto; and such execution of any contract or obligation in this

organization's name on its behalf by such \_\_\_\_\_ under the  
***Officer***

seal of the organization shall be valid and binding upon this organization.

I hereby certify that I am the clerk of the \_\_\_\_\_  
***Name of Organization***

and that \_\_\_\_\_ is the duly elected \_\_\_\_\_  
***Type name*** ***Officer***

of said organization, and that the above vote has not been amended or rescinded and remains  
in full force and effect as of this date.

***Corporate Seal Here:***  
***(if no seal, print "none")***

\_\_\_\_\_  
***Signature***

\_\_\_\_\_  
***Type name***

\_\_\_\_\_  
***Date***

\_\_\_\_\_  
***Title***

**Section 10 SAMPLE COPY**

CITY OF LAWRENCE  
STANDARD CONTRACT

This AGREEMENT made as of \_\_\_\_\_ by and between \_\_\_\_\_, hereinafter referred to as “the Contractor”, and the **CITY OF LAWRENCE, MASSACHUSETTS**, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as “the City.”

WITNESSETH THAT:

WHEREAS, the City desires to engage the Contractor to render certain services hereafter described,

NOW THEREFORE, the parties hereto do mutually agree as follows,

**\*\*GENERAL PROVISIONS\*\***

1. Employment of Contractor. The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services hereinafter set forth.
2. Scope of Services. The Contractor shall do, perform, and carry out, in a satisfactory and proper manner, as determined reasonable and fairly by the City, the tasks described within Schedule A, Scope of Services, attached hereto and made a part hereof.

The City shall have a reasonable opportunity to inspect all services performed by and work product of the Contractor and accept or reject such service or work product.

3. Directives Within Scope of Services. The above tasks and items are not intended to be all inclusive. The City may add to or delete any items, provided that any added items are of a similar nature, and provided that the total cost of such work does not exceed the total cost as specified in Paragraph 8 hereof. The Contractor shall undertake such work only upon the direction of the City. All directives and changes thereof in conformance with this Agreement shall be in written form, prepared and signed by the City and accepted and countersigned by the Contractor or his authorized representatives. Any added tasks or items which are not agreed to be within the Scope of Services by both the City and the Contractor, or which will incur costs beyond the total cost specified in Paragraph 8, shall be handled in accordance with Paragraph 13 hereof.

4. Data to be furnished to Contractor. All information, data and reports as are existing, available, and necessary for the carrying out of work, shall be furnished to the Contractor upon request without charge by the City, and the City shall cooperate with the Contractor in the carrying out of the Scope of Services.
  
5. Personnel. (a) The Contractor represents that he has, or will secure at his own expense, all Police and Fire Department required for the performance of the services under this Agreement. Such Police and Fire Department shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. (b) All of the services required hereunder will be performed by the Contractor or under his supervision, and all Police and Fire Department engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services. (c) None of the work or services covered by the Agreement shall be subcontracted without the prior written approval of the City.
  - 5.1. The Contractor certifies that it is not disbarred, suspended or otherwise excluded from receiving funds or bidding on any project by any State or Federal Agency.
  
6. Waiver of Workmen's Compensation and Unemployment Compensation Benefits. It is agreed that the Contractor and Contractor's employees, agents, servants or other persons for whose conduct the Contractor is responsible shall not be deemed to be employees of the city and shall not file any claim nor bring any action for any workmen's compensation or unemployment benefits and compensation for which they are otherwise eligible as a result of work performed pursuant to the terms of this Agreement.
  - 6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no capacity to involve the City in any contract nor to incur any liability on the part of the city. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.
  
7. Duration. The services of the Contractor are to commence as of the date first written above and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement. All of the services required pursuant to Schedule A, Scope of Services, herein shall be completed pursuant to Schedule C, Work Program and Schedule. Any changes in performance dates shall be handled in accordance with paragraph 13, herein. Additional services may be requested at the option of the City, which shall be completed by such date as may be established by the City at the time

of authorization subject to mutual agreement of the parties thereto.

- 7.1 It is understood and agreed that all specified times or periods of performance are of the essence of this Contract.
8. Compensation. The City agrees to pay the Contractor the compensation specified in Schedule B, Compensation and Method of Payment, which is attached hereto and made a part hereof, for the above services which shall constitute complete compensation for all services rendered and for such reimbursable expenses as authorized per paragraph 9, Reimbursable Expenses. Appropriate sums will be paid, subject to receipt of a detailed requisition for payment from the Contractor specifying that he has performed the work and incurred authorized reimbursable costs under this Agreement in conformance with the Agreement, and that he is entitled to receive the amount requisitioned under the terms of the Agreement and approval of said requisition by the City department responsible for payment of this Contract.
- 8.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing service, labor and expenses for which compensation is due and requesting payment for services rendered by the Contractor during the period covered by the invoice.
- 8.2 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release and release the City from all claims and liabilities.
9. Reimbursable Expenses. The City agrees to reimburse the Contractor only for those direct costs incurred by the Contractor pursuant to the performance of work under this Agreement as set forth and authorized within Schedule B, Compensation and Method of Payment, herein. As the City is exempt from sales tax, sales tax charges are not reimbursable by the City.
- 9.1 In the event that the Contract provides for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses.
10. Termination of Agreement for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely manner all obligations under this Agreement, or in the Contractor shall violate any or all of the provisions of this Agreement, the City shall thereupon have the right to terminate this agreement by written notice to the Contractor of such termination specifying the effective date thereof at least five (5) days before the effective date of such termination. Cause shall also include, but not be limited to, dissolution, termination of existence, insolvency, appointment of receiver of any property, assignment for the benefit of creditors, or commencement of any proceeding under any bankruptcy or insolvency laws by



or against the Contractor. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

11. Termination for Convenience of City. The City may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 11 above shall, at the option of the City, become its property. If the Agreement is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed actually bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made.
12. Changes. The City may from time to time require changes in the Scope of Service of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation or any change in the work schedule, which are mutually agreed upon by and between the City and the Contractor shall be incorporated in written amendments to this Agreement.
13. If the Contractor shall provide services in a manner which is not to the satisfaction of the City, the City may request that the Contractor refurnish services at no additional cost to the City until approved by the City. If the Contractor shall fail to provide services which are not satisfactory to the City, the City, in the alternative, may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract or nonperformance of services with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor.
  - 13.1 If the damages sustained by the City exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.
  - 13.2 The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency with the

nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has notified the official in writing of such cause within fourteen (14) days after its occurrence.

14. Incorporation of Non-Discrimination Laws and Requisitions. It is understood and agreed that if this Agreement is funded in whole or in part by Federal money, that the Contractor is expected, and hereby agrees, to comply with all laws, ordinances, and duly promulgated regulations applicable to contracts of such a nature.
15. Interest of Members of the City. No officer, member, or employee of the City and no members of its governing body of the locality or localities in which the project is situated or being carried out who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. The Contractor's attention is specifically called to the Conflict of Interest Law, M.G.L. c. 268A.
16. Interest of Contractor. The Contractor covenants that he has neither presently nor during the period of this Agreement shall have any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. Conflicts of interest include, but are not limited to: (a) family relationships with officials of the City, (b) instances where the Contractor during the period covered by the Agreement was connected as an officer or employee of the City, (c) instances where the Contractor has an interest in the Community Development Department or any parcels of land therein, covered by the work to be performed under this Agreement.
17. Assignability. The Grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto.
18. Findings Confidential. Any reports, information, data, etc. given to or prepared or assembled by the Contractor under this Agreement which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.
19. Officials Not to Benefit. (Applicable to Contracts Pertaining to Community Development Department) No Members or Delegates to the Congress of the

United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

20. Identification of Documents. (Applicable to Contracts Pertaining to Community Development Department) All reports, maps, and other documents completed under this Agreement other than documents exclusively for internal use within the City, shall carry the following notation on the front cover or title page, (or in the case of maps, in the title block):  
“The preparation of this (report, map, document, etc.) was financially aided through the Department of Planning and Community Development of the City of Lawrence.”
21. Publication, Reproduction and Use of Material. (a) Material produced in whole or in part under this Agreement shall not be subject to Copy right, except by the City, in the United States or in any other country. The City or its duly authorized representatives have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. (b) The Contractor hereby agrees to provide to the City copies of the draft of the report, and associated material, in sufficient number, as may be requested by the City for review and/or working purposes. (c) The Contractor hereby agrees to provide copies of the final report as indicated in Schedule A, Scope of Services.
22. Commission Prohibited. The Contractor warrants that he has not employed any person to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the City the right to terminate this Agreement, or, in its discretion, to deduct from the Contractor’s fee the amount of such commission, percentage brokerage, or contingent fee.
23. This Contract shall be subject to all laws of the Commonwealth of Massachusetts.
24. The Contractor shall provide, all its sole expense, all necessary licenses, permits of other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.
25. The Contractor shall where applicable take out and maintain during the term of this agreement such Workmen’s Compensation Insurance as may be reasonably necessary to protect the Contractor from claim under General Laws c. 152 (the Workmen’s Compensation Law).
26. The Contractor agrees and shall require any Sub--Contractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, religious

creed, national origin or age. The Contractor agrees and shall require any sub-Contractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

27. The Contractor shall keep himself fully informed of all City Ordinances and Regulations, and State and Federal laws which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall protect and indemnify the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions of the Contractor, his agents or employees.
28. Audit and Inspection. (a) At any time during normal business hours, and as often as the City, HUD/or representatives of the Comptroller General of the United States may deem it necessary, there shall be made available to audit, examine and make excerpts or transcripts, all records, contracts, invoices, materials, payrolls, records or Personnel conditions of employment and other data relating to all matters covered by the Contract. (b) For a period of three years after final payment under this Agreement, the Contractor shall make its work papers, records and other evidence of audit available to the City or its duly authorized representatives.
29. The Contractor shall furnish such information, estimate or vouchers relating to the services or to documentation of labor or expenses as may be requested by the Official.
30. The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.
31. The Contractor shall bear all loss resulting from any cause before performance of service if the service or work product fails to conform to specifications.
32. The Contractor shall assume the defense of and hold the City, its officers, agents or employees, harmless from all suits and claims against them or any of them arising from any act or omission of the Contractor, its agents or employees in any way connected with performance under this Contract.
33. This Contract is subject to the availability of an appropriation therefor.
- 33.1 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c.44, s. 53A.

33.2 When the amount of the City Auditor’s certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

34. Any waiver, expressed or implied, by the City or the Official of any rights, terms or conditions of this Contract shall not operate to waive such rights, terms or conditions or any other rights, terms or conditions, beyond the specific instance of waiver.

35. Attachments. Attached hereto are the following schedules which are incorporated into this Agreement and made a part hereof:

Schedule A - Scope of Services

Schedule B - Compensation and Method of Payment

Schedule C - Work Program and Schedule

Schedule D - Attestation Pursuant to M.G.L. c.62c, sec.4

Schedule E – Certificate of Good Standing

**SAMPLE**

**SCHEDULE A**  
**SCOPE OF SERVICES**

**SAMPLE**

**SCHEDULE B**  
**COMPENSATION AND METHOD OF PAYMENT**

**SAMPLE**

**SCHEDULE C**  
**DELIVERABLES AND SCHEDULE**

**SAMPLE**



**SCHEDULE D**

LEGISLATION ENACTED BY THE COMMONWEALTH OF MASSACHUSETTS,  
EFFECTIVE JULY 1, 1983, REQUIRES THAT THE ATTESTATION BELOW BE SIGNED.

ATTESTATION

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I,  
to my best knowledge and belief have filed all state tax returns and paid all state taxes  
required under law.

\_\_\_\_\_  
\*Signature of Individual  
or Corporate Name (Mandatory)

\_\_\_\_\_  
\*\*Social Security Number  
(Voluntary) or Federal Identification Number

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if Applicable)

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

\* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment of obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L.C. 62C, S. 49A.

**SCHEDULE E**

**STATEMENT OF GOOD STANDING**

In accordance with State and Federal regulations, I \_\_\_\_\_  
hereby certify that we are not disbarred, suspended or otherwise excluded from receiving  
funds or bidding on any project by any State or Federal agency.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SAMPLE**

**\*\*SIGNATORIES\*\***

IN WITNESS WHEREOF the parties hereto have executed this Agreement in duplicate as of the day first written above in the City of Lawrence, Essex County, Massachusetts.

CONTRACTOR

CITY OF LAWRENCE

By \_\_\_\_\_  
Date

Reviewed and Authorized by:

By \_\_\_\_\_  
Department Head Date

I hereby certify this contract complies with the provisions of M.G.L. Chapter 30B:

By \_\_\_\_\_  
Procurement Officer Date

By \_\_\_\_\_  
Mayor Date

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney Date

**SAMPLE**

I hereby certify that an appropriation is available for and encumbered against this contract in the amount of:  
\$  
Fund  
Account

By \_\_\_\_\_  
Comptroller Date