

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
***CONTRACT FOR PARKS AND RECREATION***  
***DEPARTMENT***

***REQUEST FOR PROPOSALS:***

**Lease, Install, Upgrade and Maintain  
Solar Powered Solid Waste Compacting Units,  
Battery Powered Non-Compacting Units  
and Associated Software**  
***RFP #23-35***

**Proposal Opening Date: November 3, 2022 at 10:00 a.m.**

**OCTOBER 2022**

**Ruthanne Fuller, Mayor**

# CITY OF NEWTON, MASSACHUSETTS

## REQUEST FOR PROPOSALS

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**CITY OF NEWTON  
PURCHASING DEPARTMENT**

**REQUEST FOR PROPOSALS #23-35**

This City of Newton Request For Proposals (RFP) invites sealed proposals from Contractors to

**LEASE, INSTALL, UPGRADE AND MAINTAIN SOLAR POWERED SOLID WASTE COMPACTING UNITS,  
BATTERY POWERED NON-COMPACTING UNITS AND ASSOCIATED SOFTWARE**

Proposals will be received until **10:00 a.m., Thursday, November 3, 2022**  
at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for submissions, proposals received within the time specified will be opened.

Documents associated with this RFP (Contract Documents) will be available online at the City's website:  
[www.newtonma.gov/bids](http://www.newtonma.gov/bids) after: **10:00 a.m., October 13, 2022.**

Proposers are responsible for downloading the specifications from the City's web site at [www.newtonma.gov/bids](http://www.newtonma.gov/bids). Proposers are requested to email the Purchasing Department ([purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. #23-35) they have downloaded.

The term of the awarded contract **shall extend for 36 months from the date of contract execution.**

As this is an RFP, proposers shall submit (i) a technical, or non-price proposal, which includes everything responsive to this RFP except the proposed contract price, and (ii) a price proposal.

There is no specific form for the Technical Proposal, although it should be responsive to all information requested in the RFP. The Price Proposal shall be submitted on the Price Proposal #23-35 form included in this RFP.

**All proposals shall be submitted (i) for the Technical Proposal, one (1) ORIGINAL and four (4) COPIES and (ii) for the Price Proposal, one (1) ORIGINAL. In addition, proposers shall provide a digital copy of the Technical Proposal.**

Proposers' attention is directed to the requirements of the City's Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are available on the Purchasing Department's web page. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

All City of Newton bids are available on the City's web site, [www.newtonma.gov/bids](http://www.newtonma.gov/bids). It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file.

If you download bids from the internet site and would like to make it known that your company has done so, you are requested to email the Purchasing Department ([purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)) the Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. #23-35) has been downloaded.

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 bids, 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](mailto:jfairley@newtonma.gov) or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON



Nicholas Read  
Chief Procurement Officer  
October 13, 2022

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**REQUEST FOR PROPOSALS #23-35**

**PART I. DECISION TO USE COMPETITIVE SEALED PROPOSALS**

Due to the rapidly evolving technology and the many available options for trash and recyclables collection and management, the Chief Procurement Officer has, in accordance with M.G.L. c.30B, §6(a), determined that the procurement of a lease and maintenance of up to date solar powered trash compacting units and software is best served by utilizing a Request for Proposals (RFP) process. Such a process will enable the City to evaluate key factors such as the experience of the proposers, the capabilities of their equipment, prior experience and creativity in addressing the public solid waste and recyclable collection issues. Because of the City’s decision to seek a better and more efficient way to collect and recycle trash, it is important that the City have the ability to select the most advantageous proposal based both on quality of product lease terms and adherence to desired specifications as well as cost.

**PART II. BACKGROUND**

Newton, known as the “Garden City” is a leader in environmental sustainability. The City has a Community Beautification program in which cleanliness and public solid waste collections play an important role. A lease and management agreement, providing smart real-time data, software and hardware services, site mapping and configuration reporting, training, comprehensive parts and labor warranty, annual preventive maintenance, account monitoring and alert notifications, currently allows the City to manage its public solid waste collections in a sustainable, efficient and effective manner without the capital expenditure outlay or assuming the responsibility of general fleet management and maintenance. The City expected and realized a reduction in litter, cleaner streets and parklands, reduction in operating costs, increase resource efficiencies, secure containers for safety and provide an esthetically pleasing and standardized collection system.

Newton has 13 villages and a population of approximately 85,000 people. The City has an in-house public trash and recycling program, which services these villages (squares), as well as 22 school building sites, approximately 50 park locations and 9 City buildings. Most of the smart waste containers in the villages are located within business centers proper. However, there are some scattered in isolated sites. There are 180 smart waste and recycling containers throughout the City. The City has invested time become proficient in the use of the current system and has been able to grow with ongoing training and timely technical support. As a result, the City has reduced collections by 87% Since Newton has deployed their smart waste and recycling system the City has saved over 100,000 collections annually.

Previous to the current smart waste system, public solid waste collections were on a specific schedule. All trash containers used to be collected M-F year-round; the squares were collected daily and the schools and parks were collected 1-5 times per week depending on usage. The squares and 19-20 heavily used areas are also collected on Sundays from Mid-April through end of October. For 6-7 weeks during the summer months, 6-7 additional daily collections took place at the summer camps sponsored by Parks and Recreation. Recycling used to be collected bi-weekly.

Problems, e.g., scattered waste, pests, unsightly non-standardized containers, resource misuse the lack of efficiency operations, reports and metrics, little commitment to sustainability, have been eliminated under the City’s container lease contract. The City wishes that public solid waste collections continue to be sustainable and efficient under any successor contract.

### PART III. ANTICIPATED RFP SCHEDULE

|                                    |  |
|------------------------------------|--|
| RFP issued:                        | Thursday, October 13, 2022 at 10:00 a.m. |
| Deadline for submitting questions: | Friday, October 28, 2022 at 12:00 noon   |
| Proposals due:                     | Thursday, November 3, 2022 at 10:00 a.m. |
| Award of contract                  | TBD                                      |
| Delivery of units by               | TBD                                      |

### PART IV. PROPOSAL 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, Room 108, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459, no later than **10:00 A.M., Thursday, November 3, 2022.**

Proposals shall consist of two parts: (i) a Technical Proposal, which shall be submitted with a completed and signed Technical Proposal Cover Sheet in the form attached hereto as Attachment A and shall consist of all information responsive to this RFP except the fee the proposer will charge for the lease and services hereunder and (ii) a Price Proposal, which shall consist solely of the proposed fee. **Proposers shall submit one (1) original and four (4) copies each of the Technical Proposal and one (1) original of the Price Proposal.** Please ensure that “Technical” & “Price” Proposals are submitted in **separate sealed envelopes. In addition, each proposer shall provide a digital copy of its Technical Proposal.** A Technical Proposal which includes Price Proposal information may be rejected as non-responsive.

Envelopes shall be marked:

1. **“TECHNICAL PROPOSAL - RFP #23-35 Lease, Install, Upgrade and Maintain Solar Powered Solid Waste Compacting Units, Battery Powered Non-Compacting Units and Associated Software”**

**Proposals must have information submitted in the same order of the criteria as listed in this RFP and pages shall be numbered in the bottom footer. Proposals must have a Table of Contents listing the page number providing documentation that demonstrates they have met each of the criteria listed.**

2. **“PRICE PROPOSAL – RFP #23-35 Lease, Install, Upgrade and Maintain Solar Powered Solid Waste Compacting Units, Battery Powered Non-Compacting Units and Associated Software”.**

**The Price Proposal shall cover the leasing and services charges for providing and installing, upgrading the units; decommissioning, training staff on software and hardware; maintaining the units and software, project management, including business reviews, together with a full-service warranty for a length of the contract for three (3) years.**

**Faxed proposals will not be accepted.**

The Technical Proposal may include any materials and information that the proposer feels is necessary.

There will be no public opening of submitted proposals. Following the deadline for receipt of proposals, 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 evaluations are final, and award has been made.

In the event that the City Hall or the Purchasing Department is not open on the date or at the time the proposals are due, proposals shall be due on the next following business day that the City Hall and the Purchasing Department are open.

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

## PART V. QUESTIONS/ADDENDA

QUESTIONS: Inquiries involving procedural or technical matters shall be in writing to [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or faxed to the Purchasing Department **no later than 12:00 noon, Friday, October 28, 2022:**

City of Newton, Purchasing Department  
1000 Commonwealth Avenue – Room 108  
Newton, MA 02459  
(617) 796-1227

ADDENDA: Each proposer is required to acknowledge any/all Addenda. Proposers shall place their acknowledgment as the first line of their Transmittal/Cover Page which shall be placed as the first page of the “Technical Proposal” as well as in the designated line of the “Price Proposal”.

Addenda will be posted online at [www.newtonma.gov/bids](http://www.newtonma.gov/bids) 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 yourself or your company known to the City’s Purchasing Department by emailing [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or faxing (617) 796-1227, your or your company’s: name, address, phone and fax number and include the RFP NUMBER (#23-35) and project title (Lease, Install and Maintain Solar Powered Solid Waste Compacting Units and Associated Software ). 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](http://www.newtonma.gov/bids).

If you have downloaded the RFP, please be sure to email us at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov), with your name, address, phone and fax number, email address and what RFP number and project title you have downloaded.

## PART VI. PURCHASE DESCRIPTION & SCOPE OF WORK FOR A MANAGED SERVICE PROGRAM – LEASE, INSTALL, UPGRADE AND MAINTAIN SOLAR POWERED SOLID WASTE COMPACTING UNITS BATTERY POWERED NON-COMPACTING UNITS AND ASSOCIATED SOFTWARE

The City desires to enter into a 36-month waste and recycling station lease and management agreement for a turnkey program that will provide an opportunity for the City to utilize an environmentally sustainable and efficient system with real time management capabilities without utilizing up-front capital or expenditure and without responsibility for general unit management and maintenance. The Contractor will provide associated software and training as well as project management and business reviews. The City may need to adjust the number of units during the contract and expects that the price for the units will be prorated. A “unit” shall consist of a two (2) trash receptacle installation. Some units will consist of one receptacle which is a solar powered trash compactor unit, and the other a sensor-equipped receptacle, or both receptacles are sensor-equipped receptacle, or both receptacles are non-sensor equipped.

### GENERAL:

Supply, deliver, maintain, clean and manage, under a lease and management agreement a combination of smart and basic waste collections units, some with compacting technology and some without monitoring capabilities. The City currently utilizes 180 trash and recycling double station units of full compaction and/or sensor operation all with hopper doors.

Price Proposals are to be based on the proposer’s price per unit.

There will be three different unit types. Each unit shall include two receptacles, the unit types shall be the following:

1. Unit Type – HC/SC Smart - High capacity, solar powered compactor and standard capacity non compactor, both with monitoring technology
2. Unit Type – SC/SC Smart - standard capacity non compactor and standard capacity non compactor, both with monitoring technology
3. Unit Type – SC/SC Basic - standard capacity non compactor and standard capacity non compactor, both without monitoring technology.

Specifications or **approved equal**, as defined in M.G.L. c. 30, §39M, for each receptacle are as follows:

#### Overall Dimensions:

1. Height: 48-52"
2. Width: 24-26"
3. Depth: 24-28"
4. Handle Height: 42-44"
5. Weight: 150-290 lbs.
6. Insertion Opening: minimum 6" x 17" or as recommended
7. Bin: volume: 28 – 52 Gallons, compatible with bar style or scissor hydraulic tipper.

#### Materials

1. Galvanized sheet metal steel interior and exterior construction with rust proof base.
2. Exterior Finish: polyester TGIC powder-coat finish for outdoor and salt-spray durability, green
3. Interior Bin: single bin that is leak proof and made of low-density polyethylene plastic
4. Heavy duty side panels for dent and scratch resistance (recycled content)
5. RoHS Compliant
6. Conform to ADA accessibility guidelines

#### Power and Electronics:

1. Polycrystalline silicon cell PV module (20 watts)
2. Protected PV panel
3. System Voltage; 12 Volts DC
4. Spill-proof, sealed maintenance-free 12V battery
5. Cordless, self-powered unit requires no wiring
6. Fully portable, no installation required
7. Optional Self-Powered, Non-wired, hopper enclosed station for areas not receiving solar power
8. Skip-A-Cycle Energy management to maintain life of system during harsh weather or heavy use periods
9. Energy consumption of 3Wh per day

#### Compactor Features:

1. Compaction Force: up to 5-to-1 ratio
2. Cycle Time: 40 seconds
3. Motor Size: 1/6 HP DC gear-motor
4. Drive System: Gear-motor with heavy duty chain drive (non-hydraulic)
5. Unconstricted open chute path to the bin with locking hopper
6. Fully automated, IC processor-controlled system sense trash level, fullness, machine status
7. 3-color LED status lamps indicate compacted trash level, machine status, error codes, rear LED alert
8. GPRS wireless data radio for online monitoring and management
9. GPSD assisted location service

#### Non-Compacting Features:

1. Self-Powered, 5 year life battery
2. over bin ultrasonic height sensor
3. 50 gallon ANSI standard lift bin; bar or scissors hydraulic tipper compatible
4. Fully automated, IC processor controlled system sense trash level, fullness, machine status
5. 3-color LED status lamps indicate trash level, machine status, error codes
6. Rear fullness LED alert
7. Stainless steel, salt resistant hands-free option (foot pedal)
8. Fully enclosed for pest mitigation and elimination of wind-strewn litter
9. Optional basic non-electronic stations that are integrated with the software system upon delivery

#### Other Features and Requirements:

1. Each unit, regardless of type shall have a hands free, foot operated hopper doors with pest mitigation handles.
2. Each unit must have wheeled lift bins (telescoping on high capacity compacting units)

#### Safety Features:

1. CE approved
2. Fully interlocked access doors to protect users and service personnel
3. Locked front trash removal door.
4. Separately keyed service access
5. Fault tolerant design for hopper insertion door to prevent access to compaction area
6. Hopper has sensor that reports jam notifications



7. Low voltage system (12 Volts)
8. Child safety: pinch point elimination design
9. Child safety: damper on optional foot pedal
10. No public reach access to compactor

Wireless Technology:

1. Collection Wireless Notification
2. Password Protected
3. Sent data through standard SMS format
4. User accessible: navigate displays, customized maps, full reports, etc.
5. Web based Management Console and Management Console for mobile devices for iOS and Android
6. Mobile field problem reporting app and resolution with detailed problem description and photograph of problem
7. Co-monitoring of alerts by vendor's support organization
8. GPRS wireless data radio for online monitoring and management
9. GPSD assisted location service
10. Has hopper lock with Bluetooth access
11. Keyless system

Subscription Agreement:

1. Term: 3 years
2. Double stations
3. System Software: License and upgrades for length of the contract, Web based and mobile app based, Executive Management Dashboard access, notification, smart device access, reporting and analytics, asset management
4. Installation, project management; software and hardware training
5. Service: Annual cleaning and preventive maintenance visit for all stations; continuous monitoring of the system and alert services, regular deployment reviews to optimize deployment, replacement to existing fleet of Big Belly stations
6. Full Telemetry
7. Firmware downloadable upgrades
8. Certified service personnel
9. Software shall allow for repeat, scheduled collections of any units without smart sensing and reporting technology. This shall include a limited number of existing receptacles owned by the City that are not from the awarded vendor (i.e., wheeled plastic totes and traditional waste barrels).
10. Awarded vendor shall supply ten additional lift bins.
11. The City reserves the right to add or remove up to 20 units during the term of this contract. Additional units will be paid for based on the per month, per unit bid price. If the City reduces the number of units the overall monthly costs will be reduced by the per month, per unit bid price.

On-going Services:

1. Shipping, installation, project management
2. System set-up
3. System training
4. System monitoring and alert services
5. Warranty and Support Services: Bumper-to-Bumper complete warranty on all parts and labor due to product failure or defects for the length of the contract including minor dings, dents, and cracks.
6. Equipment maintenance/ Annual complete cleaning and full preventative maintenance.
7. Equipment and delivery schedule to be agreed upon within one (1) week after signing the Agreement by both parties. (the City will work with awarded vendor to transition from old system to new system).
8. Contractor support within one (1) business day.
9. System retraining as new technology is introduced employee turnover occurs

## PART VII. EVALUATION OF PROPOSALS

All proposals will be reviewed by an Evaluation Committee in accordance with M.G.L. c.30B. Final selection will be based upon an evaluation and analysis of the information and materials required under the RFP.

Proposals that meet the Minimum Criteria set forth below will be reviewed for responsiveness to the comparative evaluation criteria, also set forth below. **Proposals not meeting all Minimum Criteria may be omitted from further consideration.** Each member of the Evaluation Committee will assign, to the extent possible - a rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable, to each of 10 (ten) comparative evaluation criteria. Based on these evaluation criteria ratings, a composite rating by each evaluator will be determined for each proposal.



After the evaluations are complete, the price proposals will be opened. The price proposals will be evaluated and ranked based on the Total Lease Payments amount. The contract will not necessarily be awarded to the proposal that receives the highest ranking neither with respect to the Technical Proposal nor to the proposal offering the lowest price. . The City will award the contract to only one responsive and responsible vendor submitting the most advantageous proposal taking into consideration the proposal’s quality requirements, evaluation criteria and composite ratings, responsiveness of proposal to the City’s needs, and price. Before awarding the contract, the City may request additional information from the vendor. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met or for any reason if it determines that it is in the best interest of the City to do so.

## **PART VIII. MINIMUM CRITERIA**

To be considered for evaluation, a proposal must meet all of the following minimum requirements:

- i. The proposed project equipment includes all the features set forth in “PART VI. PURCHASE DESCRIPTION and SCOPE OF WORK,” above.
- ii. The proposer has provided all prices on the Price Proposal
- iii. The proposer has provided a detailed plan for the transition of 180 units (located at 22 school building sites, 50 park locations and 9 City buildings) from the Existing Lease to a new lease.
- iv. A copy of an alternative Lease and Management Agreement, if the proposer proposes not to use the form Lease and Management Agreement attached hereto.
- v. Bidder's Qualifications and References Form, 2 pages, with least three (3) satisfactory references from prior customers.
- vi. The Proposal must include all information required under this RFP
- vii. Certificate of Non-Collusion
- viii. Certification of Tax Compliance
- ix. Certificate of Foreign Corporation (if applicable).
- x. Debarment Letter
- xi. IRS Form W-9
- xii. Business Category Information Form

## **IX. COMPARATIVE EVALUATION CRITERIA**

The proposals will be evaluated based on the 10 criteria listed below and scored as follows: Highly Advantageous, Advantageous, Not Advantageous and Unacceptable.

### ***1. Experience based on number of similar projects completed***

*Highly Advantageous:* Set up three (3) or more programs providing solar powered compacting and sensor solid waste units that have been in operation for at least 4 or more full years.

*Advantageous:* Set up at least 1 municipal program providing solar powered compacting solid waste compacting units for at least three (3) years.

*Not Advantageous:* Set up two (2) or more programs of any type providing solar powered solid waste compacting units in operation for less than 3 years.

*Unacceptable:* Set up one (1) or no programs providing solar powered compacting solid waste units.

## **2. Experience in leasing options based on the number of similar projects completed**

*Highly Advantageous:* Set up three (3) or more leasing agreements that have been in operation for 4 or more full years.

*Advantageous:* Set up at least 1 municipal leasing agreement for at least three (3) years.

*Not Advantageous:* Set up two (2) or more leasing agreements of any type.

*Unacceptable:* Set up one or no leasing agreements.

## **3. Familiarity with the community and its needs and/or approach:**

*Highly Advantageous:* Has experience managing solar powered solid waste compacting units for three (3) or more municipalities similar in size or larger than Newton.

*Advantageous:* Has experience managing solar powered solid waste compacting units for any municipality or other public entity.

*Not Advantageous:* Has experience managing solar powered solid waste compacting units in the private sector.

*Unacceptable:* Has little or no experience managing solar powered solid waste compacting units.

## **4. Quality of previous work performed**

*Highly Advantageous:* Exemplary references from three (3) or more client public entities verifying that the work performed were consistent with the entities' desired outcome.

*Advantageous:* Exemplary references from up to 2 client public entities verifying that the work performed was consistent with the entities' desired outcome

*Not Advantageous:* Exemplary references from two (2) or more private entities verifying that the work performed was consistent with the entities' desired outcome

*Unacceptable:* Combinations of references that are not highly advantageous, advantageous or non-advantageous.

## **5. Demonstrated ability to implement software tracking solutions of a nature similar to that described in this RFP**

*Highly Advantageous:* Three (3) or more examples of implementation services on prior projects, more than two (2) of which were for public entities.

*Advantageous:* Two (2) examples of implementation services on prior projects for public entities.

*Not Advantageous:* One (1) example of implementation services on prior projects for public entities.

*Unacceptable:* Experience only with implementation in the private sector.

## **6. Extent to which the proposed subscription agreement meets the needs of the City of Newton**

*Highly Advantageous:* The proposed meets all or exceeds most of the stated needs of the City.

*Advantageous:* The proposed system meets most but not all of the stated needs of the City.

*Not Advantageous:* The proposed system meets many of the stated needs of the City.

*Unacceptable:* The proposed system meets few or none of the stated needs of the City.

## **7. Experience training staff on software use of the system**

*Highly Advantageous:* Four (4) or more examples of training of staff on software interface on prior projects, more than three (3) of which were for public entities.

*Advantageous:* Three (3) examples of training of staff on software interface on prior projects for public entities.

*Not Advantageous:* Two (2) examples of training of staff on software interface on prior projects for public entities.

*Unacceptable:* One (1) example of training of staff on software interface with one public entity or in the private sector entity.

## **8. Experience with product maintenance in geographic region**

*Highly Advantageous:* Four (4) or more examples of maintaining client's system on prior projects, more than three of which were for public entities within New England due to geographic climate requirement. Continuously has staff located close to Newton available to address concerns.

*Advantageous:* Three (3) examples of maintaining client's system on prior projects for public entities.

*Not Advantageous:* Two (2) examples of training of staff on software interface on prior projects for public entities.

*Unacceptable:* One (1) example of maintaining client's system with one (1) public entity or in the private sector.

**9. Scope of savings that will accrue to the City as a result of adopting a GPS/AVL system**

*Highly Advantageous:* Credible evidence shows that the proposed system will continue to maintain the significant savings generated from our existing system.

*Advantageous:* Credible evidence shows that the proposed system will generate some savings.

*Not Advantageous:* Credible evidence shows that the proposed system will generate only minimal savings.

*Unacceptable:* No credible evidence that the proposed system will generate any savings.

**10. Ability of the proposer to affect a smooth transition from the City's current solid waste compacting unit lease to a new lease.**

*Highly Advantageous:* Transition can be affected with no change to the existing service and will make deployment recommendations based on current

*Advantageous:* Transition can be affected with only moderate affect or interruption to exiting service.

*Not Advantageous:* Transition requires moderate interruption of service

*Unacceptable:* Transition cannot be affected without major changes in existing service.

**PART X. AWARD OF CONTRACT**

One (1) contract will be awarded to the responsive and responsible proposer deemed by the Chief Procurement Officer to have submitted the most advantageous proposal taking into consideration the Technical and Price Proposals, including all of the comparative criteria listed above. The City will reject any and all bids when required to do so applicable law. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids in whole or in part, if it be in the public interest to do so.

The contract award shall be evidenced by a Lease and Management Agreement in the form attached or in such form as the selected contractor may provide, provided, however, that such form is consistent with all terms and conditions of this RFP.

Proposers must submit a form of Lease and Management Agreement with their proposals in the event they wish to substitute it for the form of Lease and Management agreement attached hereto. Notwithstanding the foregoing, any substitute Agreement must contain all the material terms set forth in this RFP, including those terms set forth in the attached form of Lease and Management Agreement. The terms of a substitute agreement may be negotiated, provided they are within the foregoing limitations.

The Lease and Management Agreement awarded shall extend for 36 months from date of contract execution.

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**CITY OF NEWTON  
REQUEST FOR PROPOSALS**

**Lease, Install and Maintain Solar Powered Solid Waste Compacting Units, Battery Powered  
Non-Compacting Units and Associated Software**

**PRICE PROPOSAL SHEET FOR RFP #23-35**

**BIDDERS NOTE: THIS FORM AND REQUIRED ATTACHMENTS, COMPRISING THE PRICE PROPOSAL, MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE CLEARLY MARKED "PRICE PROPOSAL"**

**TO THE AWARDING AUTHORITY:**

A. The undersigned proposes to furnish, install, and commission the software as specified, for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This proposal includes addenda number(s) \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_,

C. The proposed price is:

**BASE PRICE**

Base Price Lease and Management Agreement for 180 Unit<sup>1</sup> Monthly Lease and Service Fee For Three (3) Year Term

| <u>UNIT TYPE*</u>                       | <u>COST PER MONTH<br/>PER UNIT</u> | <u>ESTIMATED<br/>QUANTITY</u> | <u>TOTAL<br/>MONTHS</u> | <u>THREE<br/>YEAR COST</u> |
|---|------------------------------------|-------------------------------|-------------------------|----------------------------|
| HC/SC Smart Unit                        | \$ _____                           | X 50                          | X 36                    | \$ _____                   |
| SC/SC Smart Unit                        | \$ _____                           | X 70                          | X 36                    | \$ _____                   |
| SC/SC Basic Unit                        | \$ _____                           | X 60                          | X 36                    | \$ _____                   |
| <b>TOTAL LEASE PAYMENTS (36 MONTHS)</b> |                                    |                               |                         | <b>\$ _____</b>            |

\* See PART VI for unit type description

COMPANY: \_\_\_\_\_

<sup>1</sup> To the extent that the Base Price is based on estimated quantities, they are the City's best estimate based on prior experience. Actual quantities may be more or less than those estimated. Regardless of the amount of the actual quantities, the unit price(s) shall be the Per Unit Price(s) set forth above.

**ATTACHMENT A**  
**CITY OF NEWTON**  
**REQUEST FOR PROPOSALS**

**Lease, Install and Maintain Solar Powered Solid Waste Compacting Units, Battery Powered  
Non-Compacting Units and Associated Software**

**TECHNICAL PROPOSAL COVER SHEET FOR RFP #23-35**

**The undersigned has completed and submits herewith the following documents:**

- One (1) original and four (4) copies of the Technical Proposal (all in one separate sealed envelope)
- One (1) original Price Proposal (separate sealed envelope marked “RFP #23-35 - PRICE PROPOSAL”)
- Bidder’s Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Certification of Tax Compliance, 1 page
- Certificate of Foreign Corporation, 1 page
- Debarment Letter, 1 page
- IRS W-9 Form, 1 page
- Business Category Information Form, 1 page

**D.** The undersigned certifies that this offer fully complies with all of the requirements of the Requests for Proposals.

**E.** Notice is hereby given that the Mayor’s Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all contracts in excess of \$10,000.00.

Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.

Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: [www.newtonma.gov/purchasing](http://www.newtonma.gov/purchasing).

**F.** The undersigned further certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

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

\_\_\_\_\_  
(Telephone/Fax)

\_\_\_\_\_  
(Email 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; and if an individual, give residential address if different from business address.

**END OF SECTION**

**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

Pursuant to the requirements of M.G.L. c.30B, §10, 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  
or Federal Identification Number

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

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

\_\_\_\_\_  
Corporate Name

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

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

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

\* 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

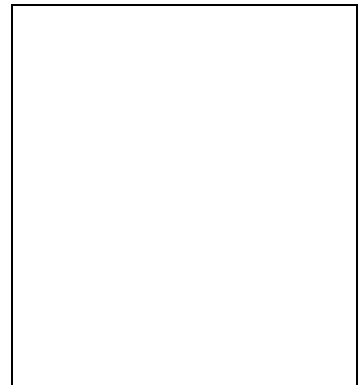
---

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 Invitation For Bid # \_\_\_\_\_

As a potential 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.**

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Company)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(Address)  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

## 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<br><input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input checked="" type="checkbox"/> Exempt payee<br><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:

1. 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
2. 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
3. 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.

|                  |                            |        |      |
|------------------|----------------------------|--------|------|
| <b>Sign Here</b> | 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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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,

**Business Category Information Form\***

**IFB No. 23-35**

**Lease, Install, Upgrade and Maintain Solar Powered Solid Waste Compacting Units**

| <b>Business Type Categories*</b>                                | <b>Select All That Apply</b> |
|---|------------------------------|
| MBE: Minority-Owned Business Enterprise                         |                              |
| WBE: Women-Owned Business Enterprise                            |                              |
| VBE: Veteran Business Enterprise                                |                              |
| SDVOBE: Service-Disabled Veteran-Owned Business Enterprises     |                              |
| DOBE: Disability-Owned Business Enterprise                      |                              |
| LGBTBE: Lesbian, Gay, Bisexual, Transgender Business Enterprise |                              |

\*Information is being collected as part of a City initiative to open contract opportunities to underrepresented vendors.

**I do not wish to complete this form.**

There is no penalty for persons who do not complete this Form, and whether or not the Form is completed will not be taken into consideration in awarding a bid.

I certify that the foregoing information is true and correct.

\_\_\_\_\_  
By: \_\_\_\_\_

Date:



## **CONTRACT FORMS**

The awarded bidder 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 OF NEWTON

## City - Contractor Lease and Management Agreement #C - \_\_\_\_

### Lease, Install and Maintain Solar Powered Solid Waste Compacting Units and Associated Software

This Agreement is entered into by and between

(hereinafter the "Contractor") and the City of Newton, a municipal corporation acting by and through its Building and Purchasing Departments but without personal liability to either of them (hereinafter the "City"); collectively, the "parties."

WHEREAS, the City solicited the services of a contractor to provide a managed lease - install and maintain solar powered solid waste compacting units and associated software under a Request For Proposals dated \_\_\_\_\_2022; and

WHEREAS, the Contractor has submitted a responsive proposal for such services which the City deemed advantageous;

NOW THEREFORE, the parties agree as follows:

#### 1. Incorporation of Attached Documents

The following documents, copies of which are attached hereto, are hereby incorporated as part of this Agreement:

-- City of Newton's Request for Proposal No. #23-35, dated \_\_\_\_\_, 2022 issued by *Chief Procurement Officer* (hereinafter "Request for Proposals"); and

--Technical and Price Proposals of \_\_\_\_\_ each dated \_\_\_\_\_ and signed by \_\_\_\_\_ (hereinafter, "Contractor's Proposal").

#### 2. Rental of Equipment

This project will provide a subscription agreement – lease, install and maintain solar powered solid waste compacting units and associated software.

#### 3. Term of Agreement

Work under this RFP shall be for thirty six (36) month, commencing on date of execution of this Agreement.

#### 4. Payment procedures

The Contractor shall be paid \_\_\_\_\_ per month for thirty-six (36) months.

#### 5. Indemnification

The Contractor acknowledges and agrees that he is responsible as an independent contractor for all services provided under this Agreement and for all the acts of her employees and agents hereunder and agrees that she will indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from, the performance of the services to be performed under this Agreement.

#### 6. Insurance

The Contractor will provide the City with a certificate of insurance reflecting Comprehensive General Liability Insurance with a limit of liability of at least One Million Dollars (\$1,000,000.00) and evidence of workers compensation insurance covering employees of the Contractor. The Comprehensive General Liability policy must name the City as an additional insured and the certificate must reflect this status.

**7. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**8. Non-assignability**

This Agreement and the duties of the Contractor to be performed hereunder or any payments due or accrued to the Contractor shall not be assigned or subcontracted.

**9. Entire Agreement**

This Agreement represents the entire understanding between the Contractor and the City. No change of any of the within terms and conditions can be made, except by written amendment(s) hereto and signed by both parties. This Agreement and any such amendments shall become binding on the City upon the execution thereof by the Mayor of Newton.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS whereof, the Parties to this Agreement have hereunto set its hands and seals in quintuplicate on the dates set forth below.

**CONTRACTOR**

**CITY OF NEWTON**

By \_\_\_\_\_

By \_\_\_\_\_

*Chief Procurement Officer*

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

Date \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

*Commissioner of Parks and Recreation*

Date \_\_\_\_\_

*Affix Corporate Seal Here*

Date \_\_\_\_\_

Certified that City funds are available in the following account:  
0160238-585270

Approved as to Legal Form and Character

By \_\_\_\_\_

*Associate City Solicitor*

Date \_\_\_\_\_

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

**CONTRACT APPROVED**

By \_\_\_\_\_

*Comptroller of Accounts*

By \_\_\_\_\_

*Mayor or her designee*

Date \_\_\_\_\_

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.