

TOWN OF MONTEREY
 INVITATION TO BID
 Municipal Solid Waste and Recycling Services

The Town of Monterey is seeking bids for a one year contract agreement (contingent upon town meeting approval) for Municipal Solid Waste Removal, Recycling Services and related services with the option of extending the contract for two (2) consecutive one year periods. Sealed bids clearly marked “Municipal Solid Waste and Recycling Services” are due by May 3, 2023 at 10am to the Town Administrator at Town Hall, P.O. Box 308, 435 Main Rd, Monterey, MA 01245. The Select Board reserves the right to reject any and all bids, and to waive any informality in bidding if deemed to be in the best interest of the Town of Monterey. Specifications and minimum requirements are listed below:
 Melissa Noe, Town Administrator
 Town of Monterey

TOWN OF MONTEREY
 INVITATION TO BID

Municipal Solid Waste and Recycling Services

I. General Information/Project Description

The Town of Monterey is seeking bids for a one year contract agreement (contingent upon town meeting approval) for Municipal Solid Waste Removal, Recycling Services and related services with the option of extending the contract for two (2) consecutive one year periods. All interested parties must submit their sealed bid containing complete information as requested in the BID SUBMISSION REQUIREMENTS described herein by May 3, 2023 at 10am in the Office of the Town Administrator.

II. Scope of Services

1. Equipment to be provided, installed and maintained by Contractor (please do not leave any fields blank):*

		Monthly Rental Fee (Required)
A	4 Yard Compactor/hopper for MSW compactor	\$
B	40 Yard Compactor Container for Municipal Solid Waste	\$
C	40 Yard Compactor Container for Mixed Paper Recycling	\$
D	40 Yard Container for Mixed Containers (Bottles/Cans/Plastic).	\$
E	30 Yard Container for scrap metal	\$
F	40 Yard Container for bulky waste	\$
	TOTAL MONTHLY FEE FOR EQUIPMEMT	\$

***Note: All containers must be in NEW condition and be free of holes, sharp edges and rust. Monterey reserves the right to purchase containers for our use at any time during the contract period and no longer pay rent.**

2. Hauling and Tipping Service Fees. Monterey is a member of Springfield MRF and materials will be delivered to their facility on Birnie Ave or other designated location in Springfield.

Please do not leave any fields blank		Approx. Tons/Yr	Haul Price Year 1	Haul Price Year 2	Haul Price Year 3	Tip Fee (if applicable)
A.	Municipal Solid Waste	266	\$	\$	\$	\$
B.	Mixed Paper & Cardboard	74	\$	\$	\$	\$
C.	Bottles/Cans/Plastics	66	\$	\$	\$	\$
D.	Scrap Metal	16	\$	\$	\$	\$
E.	Bulky/Demo Waste	90	\$	\$	\$	\$
F.	Tires	0	\$	\$	\$	\$
G.	Rigid Plastics	5	\$	\$	\$	\$

*100% of proceeds from the sale of metal, paper/cardboard, Rigid Plastics, Bottles/cans to go to the Town. Delivery receipts will be required from Springfield MRF and Scrap metal dealer. The Town reserves the right to reject bids for scrap metal.

3. **Maintenance of Equipment:** Transfer station shall be the responsibility of the Contractor. The Contractor shall regularly inspect, maintain, adjust, repair and lubricate all equipment on site except for Monterey owned equipment. Any repairs made to Town owed property shall be pre-approved and then billed to the Town at cost.

4. **Fuel Surcharges-**

Does your company charge a surcharge when hauling? Yes No

If so, provide a schedule of surcharges as reflected by the price of diesel fuel using the website

https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm The

current average price as of April 12, 2023 is \$4.098 per gallon.

Monterey will not pay surcharges unless the price of fuel surpasses \$4.50 per gallon.

5. **TO BE PROVIDED BY THE TOWN**

Existing retaining walls and concrete slabs for equipment
All electrical connections to run compactors
Appropriate lighting and signage
Compactor and hopper for paper and cardboard
Container and recycling of fluorescent lamps, rechargeable and button

batteries, refrigerators and clothing

6. Contractor agrees to comply with all Federal, State and local laws and regulations.
7. Plowing and sanding for access to all containers is provided by the Town.
8. Optional Service: Cost for providing two (2) attendants to work the Transfer Station Wednesdays 7:45am – 1:15pm, Saturdays 7:45am – 1:15pm and Sundays 9:45am – 4:45pm (Sunday following Labor Day through the Sunday before Memorial Day and 9:45am – 6:15pm Memorial Day – Labor Day). Please enter total cost for the one year contract period.

\$ _____

Contract period is from July 1, 2023 to June 30, 2024 with the Town of Monterey having the option of extending the contract for two (2) consecutive one year periods. The Town of Monterey reserves the right to terminate this agreement if the Contractor fails to meet all contractual obligations.

IV. Minimum Qualifications.

All applicants must possess the following minimum qualifications:

1. Massachusetts professional registration and licensing in all applicable disciplines.
2. Maintain sufficient levels of staff to complete the project in an acceptable time frame.
3. Must have prior to signing of the contract:
 - a. Professional liability insurance of \$3,000,000.00, or such other higher amount as may be agreed to during contract negotiations.
 - b. Workers' Compensation insurance in accordance with all applicable state laws.

V. Proposal Submission Requirements.

1. Sealed bid shall be submitted no later than 10am on May 3, 2023. Proposals should be submitted to and addressed as follows:

Town of Monterey – Municipal Solid Waste and Recycling

Services
435 Main Rd
P.O. Box 308
Monterey, MA 01245
ATTN: Town Administrator

Postmarks will not be considered. It is the sole responsibility of the proposer to insure that its proposal arrives on time at the designated place.

2. Bid should be submitted in a sealed envelope clearly marked on the outside as follows: "Municipal Solid Waste and Recycling Services"
3. Complete bids must include the following:
 - a. The identification of any and all consultants who will work with the applicant with resumes attached. Please identify the individual who will bear primary responsibility for this project.
 - b. Conditions of proposal offered, if any; and
 - c. Any other information that the applicant considers relevant for the purpose of evaluating its qualifications for the project.

VI. Selection Process.

1. In evaluating bids, the Town of Monterey will review all bids and base its selection on the following criteria:
 - a. Prior experience with similar projects. Please provide at least two (2) references for other towns that you provide this service.
 - b. Financial stability of the proposer.
 - c. Completeness of proposal submitted by each firm: and
 - d. Any other criteria considered relevant to the project.

VII. General and Special Provisions.

1. The Town of Monterey reserves the right to reject any and all bids, waive informalities, and to recommend the award of a contract as may be in the best interest of the Town of Monterey.
2. All proposals, materials, drawings, plans, etc. submitted in conjunction with the selection process shall become the property of the Town of Monterey and may be disposed of without notification

and shall be considered public information.

3. The Contractor selected shall be expected to comply with all applicable federal and state laws in the performance of services.
4. The consideration of all proposals and subsequent selection of the successful proposal shall be made without regard to race, color, sex, age, handicap, religion, political affiliation or natural origin.
5. The Contractor shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth of Massachusetts (Chapter 151 B of the Massachusetts General Laws).
6. The provisions relating to nondiscrimination and affirmative action in employment shall follow through all contacts and subcontracts that the successful applicant may receive or award as a result of this contract.
7. Prospective applicants who have any questions regarding this Invitation to Bid should contact: Town Administrator, Melissa Noe at admin@montereyma.gov .

All inquiries must be made in writing, responses will be sent to all proposers of record.

VIII. Certification of Non Collusion and Tax Compliance.

A “Certificate of Non-Collusion” and “Certificate of State Tax Compliance” must be signed and included with the proposal (forms attached).

Agreement For Municipal Solid Waste and Recycling Services

The following provisions shall constitute an Agreement between the Town of Monterey, acting by and through its Board of Selectman, hereinafter referred to as "Town," and _____, with an address of _____, hereinafter referred to as "Contractor", effective as of the ____ day of _____, 2023. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with Municipal Solid Waste and Recycling Services, including the scope of services set forth in the Invitation to Bid.

ARTICLE 2: TERM:

This contract is effective July 1, 2023 – June 30, 2024 with the option to renew for two consecutive one year terms.

ARTICLE 3: COMPENSATION:

The Contractor shall submit monthly invoices with copies of all drop tickets to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The

Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$3,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General

Laws

Professional Liability Insurance

Minimum Coverage	\$2,000,000 per occurrence
------------------	----------------------------

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: DISPUTE RESOLUTION

All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be subject to review by any court having appropriate jurisdiction, unless the parties agree in a separate writing to some other form of dispute resolution.

ARTICLE 16: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

[The Remainder Of This Page Left Intentionally Blank]

CONTRACTOR
By

TOWN OF MONTEREY
by its Select Board

Printed Name and Title

Chief Procurement Officer:

Name

Date

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, _____, authorized signatory for _____, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

Name: _____

Title: _____

CERTIFICATE OF NON-COLLUSION

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

DATE: _____

BY: _____
Name of person signing bid or proposal

SEAL if proposer is by corporation

Name of business

Address
City State Zip

Telephone

Bid Checklist

1. Completed certificate of non-collusion
2. Completed certificate of tax compliance
3. All fields in the bid have been filled out with either a dollar figure, n/a or \$0.
4. Proof of insurance requirements
5. Two references for other towns that you provide this service.

Addenda (5/2/23)

1. Hauling will not be permitted during times that the transfer station is open except in cases of extreme emergency as approved by the Town and hauler.
2. Hauler shall have adequate personnel and equipment to provide services to the Town without delay.
3. Requests for service made by the town must be responded to within 48 hours.
4. Actual funding for each fiscal year is contingent upon a Town Meeting vote for budget approval.