

**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 1:00pm 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

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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	\$350
B	40 Yard Compactor Container for Municipal Solid Waste	\$85
C	40 Yard Compactor Container for Mixed Paper Recycling	\$85
D	40 Yard Container for Mixed Containers (Bottles/Cans/Plastic).	\$85
E	30 Yard Container for scrap metal	\$85
F	40 Yard Container for bulky waste	\$85
	TOTAL MONTHLY FEE FOR EQUIPMENT	\$775

***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	\$325	\$	\$	\$125
B.	Mixed Paper & Cardboard	74	\$450	\$	\$	\$0
C.	Bottles/Cans/Plastics	66	\$450	\$	\$	\$0
D.	Scrap Metal	16	\$260	\$	\$	\$0
E.	Bulky/Demo Waste	90	\$260	\$	\$	\$115
F.	Tires	0	\$950	\$	\$	\$500
G.	Rigid Plastics	5	\$450	\$	\$	\$0

*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 owned 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.

\$ N/A

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:

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 contracts 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 .

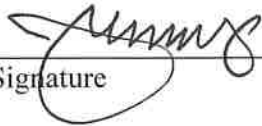
All inquiries must be made in writing, responses will be sent to all proposers of record.

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).

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, John W. Casella, authorized signatory for Casella Waste Management, Inc., 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: John W. Casella

Title: Vice President & Clerk

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: 5/2/2023

BY: Stephen Haeder
Name of person signing bid or proposal
Stephen Haeder, Division Manager



SEAL if proposer is by corporation

Name of business Casella Waste Management, Inc.

Address 485 S State Road
City State Cheshire/ MA Zip 01225

Telephone 413-776-9004



Pass Through Charges

For Pass Through Charges, the following language shall be used (required for all contracts):

Pass Through Charges: Fees may be further adjusted upon thirty (30) days' notice to cover increases in disposal and processing or due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges.

FUEL Escalators

For Fuel Increases, there are two options that may be used. The Company's preference is that you use Option #1:

Fuel Option #1:

*This option references Casella's Energy & Environmental Fee or Fuel Fee. Advantages: You don't need to include a sample calculation, floor pricing, or fuel allocation – it is already done for you. It is also easier for the company to administer and **is the company's preference**. This is a company-wide recurring fee that is comprised of the floating Energy Fee and the fixed Environmental Fee. The Energy & Environmental Fee or Fuel Fee is not a tax, surcharge, or fee mandated by or remitted to any governmental or regulatory agency. The Energy & Environmental Fee will float on a monthly basis based upon the changes in diesel fuel prices and will be determined based on the customer type.*

Example Language:

- **Transfer Station Energy and Environmental Fee:** Casella will assess a **Transfer Station Energy and Environmental Fee** each month, calculated based on a percentage of total invoice, excluding taxes. This fee is collected to recover expenses associated with fluctuating fuel costs as well as direct and indirect company-wide costs to operate our collection, transfer, recycling, landfill, and landfill gas to energy and organics operations in a safe and environmentally sustainable manner. <https://www.casella.com/fees>.
- **Collection Customers Energy and Environmental Fee:** Casella will assess a **Collection Customer Energy and Environmental Fee** each month, calculated based on a percentage of total invoice, excluding taxes. This fee is collected to recover expenses associated with fluctuating fuel costs as well as direct and indirect company-wide costs to operate our collection, transfer, recycling, landfill, and landfill gas to energy and organics operations in a safe and environmentally sustainable manner. <https://www.casella.com/fees>.
- **Resource Solutions Energy and Environmental Fee:** Casella will assess a **Resource Solutions Energy and Environmental Fee** each month, calculated based on a percentage of total invoice, excluding taxes. This fee is collected to recover expenses associated with fluctuating fuel costs as well as direct and indirect company-wide costs to operate our collection, transfer, recycling, landfill, and landfill gas to energy and organics operations in a safe and environmentally sustainable manner. <https://www.casella.com/fees>.

Fuel Option #2. To be used if customer will not agree to Fuel Option #1.

*This option requires that you include a calculation formula in the contract. Advantages: Municipalities are familiar with and trust this language. Drawbacks: **You will need to determine the floor price***

and the fuel allocation to be factored into your pricing. This option requires more manual monitoring at the division level to implement.

Example Language:

Casella may assess a fee (the "Fuel Adjustor") on a monthly basis to cover increases in Casella's costs caused by increases in the cost of diesel fuel over a floor price of \$3.65 (as an example) per gallon (the "Floor Price") based on the listed average price for diesel fuel for the month of service, as set forth on the EIA Retail On Highway Diesel Prices index for New England PADD 1A (the "Index") or a successor index. Each month Casella will assess a Fuel Adjustor whenever the average monthly Index fuel price listed for the month of service (the "Service Month Index Price") exceeds the Floor Price. The Service Month Index Price can be located on the internet at the following web site: <http://www.eia.gov/petroleum/gasdiesel/> and is listed in the spreadsheet link titled "full history". The Fuel Adjustor will be made according to the following formula: (Service Month Index Price-Floor Price/Floor Price)(Fuel Allocation in Pricing) (Monthly Service Fee) = Fuel Adjustor.

There will be times when you are providing a mixture of service types and will need to choose a customer type for the fuel adjustor. When that happens, you should be careful to indicate which adjustor will apply to avoid confusion. The company's preference is that you select the index that applies to the majority of the work being performed.

CPI Escalators

For CPI increases, if we secure in the contract Fuel Option #1 or #2 the following language will be used:

Annual Fee Increase: All Fees will be increased annually on the anniversary of each year of the Term by a percentage equal to the greater of (a) 5.0% or (b) the year-over-year percentage change in the Consumer Price Index for Garbage and Trash Collection. Consumer Price Index increases for Garbage and Trash Collection will be based on the Bureau of Labor Statistics as reported for the most recent month prior to the date of pricing increase/reset using the unadjusted percentage change for the most recent month as compared to the same month for the prior year. Reference is made to <https://www.bls.gov/news.release/cpi.t02.htm>

For CPI increases where you are unable to secure Fuel Option #1 or #2, the following language will be used:

Annual Fee Increase: All Fees will be increased annually on the anniversary of each year of the Term by a percentage equal to the greater of (a) 5.0% (b) the year-over-year percentage change in the Consumer Price Index for All Urban Consumers: All Items in U.S. City Average (CPI-U) or (c) the year-over-year percentage change in the Consumer Price Index for Garbage and Trash Collection. Consumer Price Index increases will be based on the Bureau of Labor Statistics as reported for the most recent month prior to the date of pricing increase/reset using the unadjusted percentage change for the most recent month as compared to the same month for the prior year. Reference is made to <https://www.bls.gov/news.release/cpi.t02.htm>.