

Town of Dudley



**Request for Proposals
Storage and Transport of Recycling and Non-Recycling Service
Dudley Recycling Center
7 Indian Road, Dudley, Massachusetts 01571**

BID SPECIFICS

GENERAL INFORMATION

The Town of Dudley is requesting bids to provide storage containers and to transport and non-recyclable material as specified herein. Payment to be made monthly to the provider of the service. The resulting agreement will commence on **July 1, 2020** with a termination day of **June 30, 2023**.

Important Notice

Pursuant to the provisions of G.L. c. 30B, sec. 1(b)(30), a contract for the collection, transportation, receipt, processing or disposal of solid waste, recyclable or compostable materials is exempt from the provisions of G.L. c. 30B. Therefore, this procurement process shall not be subject to the requirements of G.L. c. 30B.

The Town reserves the right to reject any or all proposals, to waive any informality herein, and to accept any proposal which, in the opinion of the Town will be in the best interest of the Town. The contract will not necessarily be awarded to the lowest cost proposer. In particular the Town reserves the right to engage in negotiations with the preferred proposer(s), following the opening of the proposals, to modify the terms and conditions of the contract described herein in the best interests of the Town.

INSTRUCTIONS

All bids must be submitted in sealed envelopes, clearly marked **SEALED BID, TOWN OF DUDLEY RECYCLING**.

It is the sole responsibility of the bidder to insure that the bid arrives on time at the designated

place. The bid must be signed in the name of the bidding company and must bear the handwritten signature of the person or persons duly authorized to sign the proposal.

The name, office addresses and office telephone number of the point of contact must be clearly identified.

Completed bids will be addressed to Jonathan Ruda, Town Administrator and received in Selectmen's Office, Dudley Municipal Complex, 71 West Main Street, Dudley, MA 01571 no later than **March 27, 2020 at 9:00 AM**.

Each proposal shall include a financial history of the company for the past three years, including a description of its market area and the identity of the representative who will be responsible.

The Town Administrator will evaluate the bids and financial quotations submitted.

When the Town has tentatively selected a bidder or bids, it may request a conference to formulate plans in greater detail; to clarify any unclear areas and otherwise to complete negotiations prior to the formal award. Contract terms relating to charges for services may not be altered during the conference(s).

The Town may complete the work or any part thereof, and charge its expense for completing the contract as provided. The measure of damages will be the amount of money needed to put the town in the position it would have been in if the broaching party had performed as promised under the contract.

INDEMNIFICATION

The contractor shall take all responsibilities for the work and take all precautions for preventing injuries to persons and property in or about the work; it shall bear all losses resulting to or on account of the amount or character to be provided.

The contract shall not be assignable without the permission of the Town Administrator.

The contractor shall pay or cause payments to be made for all labor performed or furnishing or for all materials used or employed in carrying out this contract. The contractor shall assume the defense of and indemnify and save harmless the owner, the Town of Dudley, its officers and agents from all claims relating to the labor performed or materials used or employed for the work for interventions, patented, patent rights used in and doing the work unless such patent infringement is due to a product or process specified by the owner; to injuries to any person or corporation received or sustained by or from the contractor or any employees and in doing the work unless such patent infringement is due to a product or process specified by the owner; to

injuries to any person or corporation received or sustained by or from the contractor or any employees and in doing the work or in consequence of any improper material, implements, or labor used or employed therein into any act omission or neglect of the contractor or any employees thereof.

WORKERS COMPENSATION INSURANCE

Worker's Compensation Insurance must be provided at the contractor's expense in accordance with provisions of M.G.L., Chapter 149, Section 34A. The contractor shall, before commencing performance of this contract, provide insurance for the payment of compensation and the furnishing of other benefits under M.G.L., Chapter 157, as amended, to all persons to be employed on the project, and the contractor shall continue such insurance in full force and effect during the term of the contract. Proof of compliance with the aforesaid stipulations shall be furnished to the owner when required and prior to the award of this contract by submitting a copy of a certificate of insurance issued by a company authorized to write Worker's Compensation Insurance policies in the Commonwealth.

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE

The contractor shall purchase and maintain, during the term of this contract with respect to the operations to be performed any employee or by any subcontractor, regular Contractors Public Liability Insurance. This insurance shall provide for a limit of not less than the amount set forth below for all damages arising out of bodily injuries to or death of one person, and subject to that of each person, a total limit of the amount set forth below for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence.

The contractor shall also purchase and maintain regular Contractor's Property Damage Liability for all damages arising out of injuries to or destruction of property in any one occurrence and, subject to that limit per occurrence, a total or aggregate limit of the amount set forth below for all damages arising out of injury to or destruction of property during the term of the contract. The contractor shall not commence work on this contract until proof of compliance with this stipulation has been furnished to the owner by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write this type of insurance in the Commonwealth.

Personal Injury		Property Damage	
Each Occurrence	Aggregate	Each Occurrence	Aggregate
\$500,000	\$1,000,000	\$500,000	\$1,000,000

All policies must be issued by companies authorized to do business under the laws of the Commonwealth.

VEHICLE LIABILITY INSURANCE

The contractor shall take out and maintain at his own expense during the life of this contract, vehicle liability insurance in an amount not less than \$500,000 each person, \$1,000,000 each occurrence, and \$500,000 for property damage.

OWNER AS CO-INSURED

The owner and the department shall be named as additional insured on the Contractor's Liability Insurance Policies.

CERTIFICATE OF INSURANCE, POLICIES

Certificates of Insurance acceptable to the owner shall be submitted to the owner simultaneously with the execution of the contract. Certificates shall indicate that contractual liability coverage is in force.

The contractor shall file the original and one certified copy of all policies with the owner within sixty days after contract award. If the owner is damaged by the failure of the contractor to maintain such insurance and to do so notify the owner, then the contractor shall bear all reasonable costs properly attributable thereto.

CANCELLATION

Any cancellation of any insurance required by this contract, whether by the insurance company or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and the owner at least thirty days prior to the intended date shall be expressed in said notice and such notice is forwarded to the Town

DESCRIPTION

The Town of Dudley operates a recycling center and transfer station on land located on Indian Road in the Town of Dudley. The objective of this contract is to obtain acceptable storage containers to retain segregated recyclable material and non-recyclable and further to provide for the transportation of said recyclable and non-recyclable materials to appropriate sites for disposal.

The proposal should set forth a price for the monthly rental of the following specific containers:

- (a) 1-30 yard open roll-off container (for bulky)
 - (b) 1-35 Yard self-contained compactor for single stream recycling.
 - (c) 1-45 cubic yard sanitary roll-off container to be used in conjunction with sanitary Compactor, specifications attached.
 - (d) The proposal should contain the cost of monthly rental of 1--4 cubic yard Capacity Sanitary Compactor (specifications attached.) It should be understood that the compactor is to be operated by designated agents or agent of the recycling center and that the bid must include service and maintenance of the compactor and baler press.
1. The proposal should be set forth a cost per trip to pick up the container provided under the contract and delivery of recyclable materials to a predetermined destination and return. The bid should be expressed in terms of pick up, delivery and return to the recycling center of the empty container for the compactor.
 2. The bid should set forth a proposal for the cost of transporting one container of non-recyclable materials to an approved disposal site (not including tipping fee).
 3. The bid should contain a quote of the cost for each load of demolition material including furniture and mattresses to be delivered to an acceptable approved disposal source.

**MINIMUM
QUALIFICATIONS**

- 1.. The company which is deemed to be the low bidder, must agree to hold its bid for thirty days and to execute a contract within that time period with the Town of Dudley. The contract will be substantially along the lines of the draft contract which is included as part of this agreement.
2. Each bidder must represent a reputable firm which has prior experience working as a municipal hauler of both recyclable and non-recyclable materials within the Commonwealth of Massachusetts. References from at least three municipalities within the Commonwealth of Massachusetts must be supplied along with each firm's bid.
3. The Town of Dudley may reject any portion of a bid and accept the remainder of the bid.

- 4.. The Town of Dudley through its Chief Procurement Officer, reserves the right to accept or reject any or all bids or portions thereof and to make an award deemed to be in the best interest of the Town..
5. The successful bidder shall reasonably determine where the recyclable materials should be sold and shall agree to make a monthly accounting report to the Highway Superintendent which will be accompanied by a minimum of two publications which will reflect the market price of recyclable for review by the Highway Superintendent..

It is understood that when materials are delivered to acceptable and approved disposal facilities, that any tipping fee will be shown separately on a monthly invoice for the particular service. Each bidder must submit a detailed maintenance plan for the equipment which it supplies the Town.

All bidders must submit a certificate of non-collusion as part of the bid. (See enclosed copy)

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AFFIDAVIT 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.

Name of person signing bid or proposal

Name of Business

COMPACTOR SPECIFICATIONS

Capacity	4 cubic yard
Horse Power	15
Pump Capacity	18 gallon per minute
Cylinder Bore	7 inch minimum
Ram Force	76,900 pounds per sq. Inch
Cycle Time	60 seconds

ATTESTATION CERTIFICATE

I certify, under the penalties of perjury, that I, to my knowledge and belief, have filed all state tax returns and paid all taxes required under Massachusetts General Laws, Chapter 62C sec 49A.

Signature of Individual

Address

Company Name

Social Security or Federal Identification Number

FAILURE TO COMPLETE THIS FORM MAY RESULT IN REJECTION OF THIS PROPOSAL

CERTIFICATION OF AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

Held on _____ at which all Directors were present or waived notice, it was voted
(Date)

That _____ of this Company be and hereby is authorized to execute contracts
(Officer and Title)

and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this company's name on its behalf of such

_____ under the seal of the company, shall be valid and binding upon this
(Officer)

Company.

A TRUE COPY,

ATTEST: _____

Place of Business: _____

I hereby certify that I am the _____ of the _____
(Title) (Name of the Corporation)

That _____ is the duly elected _____ of said
(Title) (Name of Officer)

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

Signature

Name/Title:

Date: _____

(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS

Worcester, SS.

Then personally appeared the above named and acknowledged the forgoing instrument to be his/her free act and deed before me.

_____:Notary Public

_____:My commission expires:

BID PRICE FORM

Name: _____

Company: _____

Address: _____

Phone: _____

Email: _____

The following is the bid for the Town Of Dudley to provide storage equipment, compacting equipment, bale equipment and transportation of recyclable and non-recyclable material to an approved disposal site.



A. Monthly Charges

1-30 yard open roll-off container for bulky \$ _____

1-45 cubic yard sanitary roll-off container to be used in conjunction with sanitary compactor \$ _____

1-4 cubic yard capacity compactor \$ _____

1-35 yard self-contained compactor for single stream recycling \$ _____

1. Delivery of each storage unit of recyclable material to a point of determination and return \$ _____

2. Delivery of each storage unit of non-recyclable material to an approved disposal site and return (not including tipping fee) \$ _____

3. Disposal cost of non-recyclable material per ton \$ _____

4. Delivery of each storage unit of demolition material to an approved disposal site \$ _____

5. Disposal cost of demolition material per ton \$ _____

Three phase voltage is available at the Recycling Center.