

Town of Needham
Department of Public Works
 Public Services Administration Building, 500 Dedham Avenue
 Needham, Massachusetts 02492
 Telephone (781) 455-7550

ACKNOWLEDGEMENT OF RECEIPT

Release Date	May 28, 2020
Bid Title	Transportation and Hauling of Municipal Solid Waste
Bid Number	21DPW002G
Number of Documents	The Bid Package consists of 2 PDF documents. Returning this form confirms receipt of all the documents.
Pre-Bid Meeting	N/A
Questions Due	June 5, 2020 at 5:00pm
Bids are Due	June 15, 2020 at 3:00pm , Administration Office of the Department of Public Works located at the Public Services Administration Building, 500 Dedham Ave., Needham, MA, 02492
Please provide the requested information below as acknowledgment that you have received our bid package noted above. It is recommended that interested bidders complete this acknowledgment and return via email to dpwadmin@needhamma.gov or fax to the Department of Public Works at (781) 449-9023. Only by doing this, will the Town be able to provide notification of any addenda or answered questions relating to this bid. Only those companies or individuals shown on the Distribution Register will receive addenda to this bid. By completing and returning this acknowledgement will ensure you are recorded on the Distribution Register. Proposals from companies or individuals not acknowledging the addenda may be <u>rejected</u> as not responsive .	
Name of Company or Individual	
Name / Title of Contact	
Address	
City/Town, State, Zip Code	
Telephone Number	
Fax Number	
Email Address	
Signature	
Date	
Addenda will be posted to the Town's website. Please check the website for addenda before submitting your bid to the Town. Bidders who access the bid package from the Town's website are responsible for checking the website periodically for any addenda that may be issued by the Town.	

**Transportation and Hauling of Municipal Solid Waste
21DPW002G**



Release Date	May 28, 2020
Pre-Bid Conference	N/A
Deadline for Questions	June 5, 2020 at 5:00pm
Bids Due	June 15, 2020 at 3:00pm Director of Finance and Administration PSAB 500 Dedham Ave. Needham, MA 02492

(Advertised in the Needham Times issue of Thursday, May 28, 2020)
(Advertised on the MNPA's website, Thursday, May 28, 2020)
(Published in Goods and Services issue of Monday, May 25, 2020)
(Advertised in CommBuys on Thursday, May 21, 2020)

LEGAL NOTICE

Town of Needham
Invitation for Bid (IFB)
Bid # 21DPW002G
Transportation and Hauling of Municipal Solid Waste

The Town of Needham is accepting sealed bids for **Transportation and Hauling of Municipal Solid Waste**. Copies of the Invitation for Bid (IFB) package will be available beginning **May 28, 2020** at the Administration Office of the Public Works Department, 500 Dedham Ave., Needham, MA 02492 between the hours of 8:30 A.M. – 5 P.M, or from the Town's web site www.needhamma.gov/bids.aspx and will be available until submission deadline. Sealed bids must be submitted no later than **3:00pm, June 15, 2020** to the Administration Office of the Public Works Department, Town of Needham, 500 Dedham Ave., Needham, MA 02492. LATE BIDS WILL NOT BE CONSIDERED. Bids will be publicly opened after submission deadline. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

Kate Fitzpatrick
Town Manager
May 28, 2020

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Transportation and Hauling of Municipal Solid Waste
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**IFB 21DPW002G
Transportation and Hauling of Municipal Solid Waste
Procurement in Brief**

Primary Procurement Contact	Mohammed Uddin, Administrative Analyst 781-455-7550 x345
Contract Manager	Greg Smith, Recycling and Transfer Station Superintendent
Bid Package Available	May 28, 2020- Information and details of bidding requirements may be obtained at the Administration Office DPW, PSAB, 500 Dedham Ave., Needham, MA 02492, or online at the Town's web site http://www.needhamma.gov/bids.aspx
Pre-Bid Meeting	N/A
Bid Deposit	N/A
Deadline for Written Questions	June 5, 2020 at 5:00pm By Mail: DPW - 500 Dedham Ave., Needham, MA 02492 By Email: dpwadmin@needhamma.gov By Fax: 781-449-9023 Questions are to be clearly labeled as: QUESTIONS - Transportation and Hauling of Municipal Solid Waste 21DPW002G
Addenda	If any changes are made to this bid, an addendum will be issued. Addenda will be posted on the Town's webpage and emailed to all bidders on record as having received the bid package.
When and where bids are due	June 15, 2020 at 3:00pm, Administration Office DPW, PSAB, 500 Dedham Ave., Needham, MA 02492. LATE BIDS WILL NOT BE CONSIDERED
Where bids will be opened	Charles River Room, PSAB, 500 Dedham Ave., Needham, MA, 02492, after submission deadline
Number of Required Paper Copies	3 copies
Contract Award	Anticipated June 2020 Approval of Town Manager and Town Counsel is REQUIRED
Contract Length	This Agreement shall be for a term commencing upon execution of contract agreement and ending June 30, 2021. This agreement may be renewed or extended for up to 2 years, in one year terms, at the sole discretion of the Town.

Upon Award of Contract	
Payment Bond	Will NOT be Required
Performance Bond	Will NOT be Required
Insurance	Refer to Contract Terms
<p>* Facsimile transmissions for written inquiries must be sent prior to the above date and time deadlines. Any hand delivery or facsimile received after the due date and time will not be addressed. The time/date stamp machine located in the receiving office will govern for the date and time requirements mentioned in the table above and throughout this document. Please allow enough time for hand delivery or facsimile transmissions.</p> <p>** The time for award may be extended by the Town. The Town reserves the right to change, delay, cancel, or expedite the contract award date. The Bidder agrees that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the bids (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b) or (C) occurs first. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.</p>	

PART 1 – GENERAL CONDITIONS AND SUBMISSION REQUIREMENTS

1.01 About Needham

The Town of Needham is located in Norfolk County, 10 miles southwest of Boston. It is bordered on the west and northwest by the Town of Wellesley, on the north and northeast by the City of Newton, on the east by the West Roxbury section of the City of Boston, on the southeast by the Town of Dedham, and on the south by the Towns of Westwood and Dover. Needham has a population of 28,886 (2010 Federal Census) and occupies a land area of approximately 12.75 square miles. Established as a town in 1711, Needham is governed by a representative form of town meeting and a five-member Board of Selectmen. The day-to-day management is under the direction of a Town Manager. School affairs are administered by a seven-member School Committee and a Superintendent of Schools. The Town is classified as an economically developed suburb with above average wealth levels and higher education attainment. The Town has an "AAA" credit rating from Standard and Poor's.

The Town provides a full range of governmental services including police and fire protection, emergency medical services, collection, disposal, and recycling of solid waste, sewers, streets, water services, health and human services, town library, and recreation. The Town also provides public education in grades kindergarten through twelve. The Town operates 1 pre-school, 5 elementary schools (K – 5), 1 sixth-grade center, 1 middle school (7 - 8), and a senior high school (9 – 12). Technical education is offered to grades nine through twelve by the Minuteman Regional Vocational Technical School District. The total expenditures in the most recent fiscal year exceeded \$160 million.

1.02 Intent

The Town of Needham is circulating this Invitation for Bids (IFB) with the intention of acquiring bids for Transportation and Hauling of Municipal Solid Waste. All bids are subject to the provisions of M.G.L. Chapter 30B. The Town will award the contract to the lowest responsive and responsible bidder. The Town of Needham reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities. Such actions will be deemed to be in the best interests of the Town. Unless sooner rejected or accepted, all bid proposals must be firm and continue in effect for ninety calendar days (90) following the date of bid opening.

The intention of this IFB is to provide services as needed.

1.03 Quantities

Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. Any quantities indicated on the Bid Price Form or elsewhere in the bid package are estimates only and are given solely as a basis for the comparison of bids. The Vendor shall have no claim for additional compensation, or refuse to do the work called for, or provide the requested items, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the bid.

1.04 General Contract Terms

The successful Bidder must enter into the Form Agreement prepared by Town Counsel (Sample Available Online). In accordance with Massachusetts General Laws, the contract continuation beyond first year is subject to annual appropriation and/or availability of funding.

The Town may terminate the Contract at any time upon written notice for any reason including its own convenience or for cause, including but not limited to, failure to perform the work required under the contract, failure to document satisfactorily to the Town amounts being charged, failure to have any necessary local, State or Federal licenses and/or permits, failure to pay any and all required taxes, failure to comply with any local, State or Federal regulations pertaining to services to be provided, failure to promptly correct any

performance or lack of performance which conflicts with the Town's use, and failure for satisfactory behavior of all staff and management. In the case of a termination for cause, the Town shall give the Contractor a written notice as provided in the Agreement.

1.05 Questions Regarding Bid

The Bidder shall be satisfied as to the requirements to enable intelligent preparation of your bid. The Bidder shall be familiar with all the Bid material requirements and documents before submitting the bid in order that no misunderstanding shall exist. Bidders shall promptly raise the issue of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents, specifications, services, work site or any other conditions which may apply. No allowance will be made for any claim that the bid is based on incomplete information.

Inquiries concerning any part of this Bid shall be directed to the individual(s) listed under the **Procurement in Brief**. Bidders should note that **oral communications are not binding on the Town and only written responses by the Town will be considered**. All requests/questions must be submitted in writing. Questions may be delivered by hand, fax or email as referenced under the **Procurement in Brief** by the deadline. Questions that may be asked during any pre-bid conference should also be sent in writing in order to receive an official response. Requests properly presented that in the opinion of the Town require interpretation, correction, or change in the Bid Documents will result in an issuance of an Addendum to the Bid Documents. Such Addendum shall subsequently become part of the contract. The Town will forward responses to all persons who are on record as receiving the bid package. Questions received after the due date will not be responded to unless the Town determines it is necessary. Bidders, please allow enough time for hand delivery or facsimile transmissions.

1.06 Information about Changes to the Bid (Addenda)

In the event that changes/additions are made to this bid, an addendum will be issued to every person (entity) on record as receiving the bid package. Addenda will be emailed, if an email address was not provided, then it will be faxed. If a fax number was not provided, then the addenda will be mailed. **Addenda will also be posted to the website**. Please check back on the website for addendums before submitting your bid to the Town. Bidders may not be notified individually of Addendums.

1.07 Bid Deposits, Bonds, Insurance, and Indemnification

Refer to the Procurement in Brief section to see whether bid deposits, surety, payment and/or performance bonds are required.

Insurance

Bidder awarded a contract under this bid must provide proof of insurances in at least the minimum amounts required in the contract and when requested shall name the Town of Needham as an additional insured for the amounts written.

The Bidder awarded a contract shall deposit with the Town Certificates of Insurance for the coverage required, in form and substance satisfactory to the Town, and shall deliver to the Town new policies and certificates thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement requiring thirty (30) days written notice to the Town prior to cancellation of change in coverage, scope or amount of any such policy or policies. Compliance by the Bidder with the insurance requirement, however, shall not relieve the Bidder from liability under the indemnity provisions.

Indemnification

The Bidder shall indemnify, defend, and save harmless the Town and all of the Town's officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of

defending any action, for or on account of any injuries to persons or damage to property of the Town or any person, Contractor, corporation or association arising out of or resulting from any negligent act, omission, or negligence of the Bidder, its subcontractors and its and their agents or employees in the performance of the work covered by the Contract and/or failure to comply with terms and conditions of the Contract, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by the Contract and to the extent such injuries or damages are not covered by the Town's insurance. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Bidder under the Contract.

1.08 Prevailing Wages

The state prevailing wage law, MGL Chapter 149, Section 27B requires contractors and subcontractors to submit certified payroll records to the Town. Contractors and subcontractors must submit weekly payroll records either by (1) first class mail, or (2) electronic mail. Furthermore, every weekly submittal of payroll records must contain a signed statement by the employer that indicates (1) that the records are correct, and (2) the rate of wages that each worker receives. Please feel free to contact the Department of Labor Standards at (617) 626-6953 if you have any questions. Questions about enforcement of the prevailing wage law may be directed to the Attorney General's Fair Labor and Business Practices Division at (617) 727-3465.

1.09 Payment and Discount Terms, Adjustments for Incomplete or Unacceptable Work

Payment and Discount Terms

Payment terms for the Town of Needham are net 30 days. Indicate discounts, if any, for payments made less than 30 days. The Prompt Payment Discount "Clock" begins at the date of receipt of the invoice, or the date of the receipt of the product or service, whichever occurs later.

The unit bid price shall be the basis for payment for purchased items or services. Payment shall be based on the items or services purchased. Invoicing may be performed after delivery, work has been completed, or monthly, for items or services that have been fulfilled.

Invoices are to itemize charges for labor, equipment, and supplies. The Town will not be responsible for payment of any charges not itemized to the Town's satisfaction. Pre-payment is NOT allowed. Invoices must include the Town's purchase order number. The Purchase Order number will change with each fiscal year.

Invoices for additional services must include the date and times of the work, the type of the services performed, the number of hours or units to be charged, and the name of the person who authorized the work. They are to be sent in duplicate directly to the Town's designee for processing and are not to be included on the regular monthly invoice.

Adjustments for Incomplete or Unacceptable Work

The Town reserves the right to withhold payment for incomplete or unacceptable work, as outlined in this IFB. The Town shall provide notice of any work that is deemed to be incomplete or unacceptable, for which the Vendor shall rectify that condition to the satisfaction of Town. The Town will also reduce the bill for any services deemed unsatisfactory. At no time will penalty assessment be recoverable by the Vendor.

The Vendor shall take all proper precautions to protect Town and private property from damage and/or loss. Should any damage to, and/or loss of, property be caused by the Vendor, the Vendor will be required to make repairs and/or restitution immediately at its expense.

1.10 Bid Modifications or Withdrawals

Bids may be corrected, modified, or withdrawn prior to the submission deadline; requests to do so must be received in writing to the Town Manager. After the submission deadline, bids may not be changed. Minor

mistakes may be waived by the Town.

1.11 Premature Opening of a Bid

The Town will not be responsible for the premature opening of any bid not properly identified. The Town may reject bids which are incomplete, not properly endorsed, or signed, or which otherwise are contrary to these instructions.

1.12 Unexpected Closure or Delays

If, at the time of the scheduled bid submission deadline, the designated location for delivery of the bid is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other the deadline will be postponed until **the same time** on the next normal business day. Bids will be accepted at the same location until that date and time.

1.13 Late Submissions

The Town assumes no responsibility for late submissions due to mail, courier, or delivery problems. LATE BIDS WILL NOT BE CONSIDERED.

1.14 Rejection of Bids

The bid must satisfy all the requirements in order to be considered for award. Failure to complete the required forms, answer any questions, or provide the required documentation will be deemed NON-RESPONSIVE and result in rejection of the bid unless the Town determines that such failure constitutes a minor informality that can be corrected without prejudice to other Bidders. A bid may be rejected if the Bidder:

- Fails to adhere to one or more of the provisions established in the bid package;
- Fails to submit its bid by the time or in the format specified herein or to supply the minimum information requested herein;
- Fails to submit its bid to the required address on or before the specified submission deadline;
- Misrepresents its service or provides demonstrably false information in its bid, or fails to provide material information.

1.15 Taxes

Purchases made by the Town are exempt from the payment of all Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the bid prices. If requested, the Town will provide the awarded bidder with a copy of the Certificate of Exemption.

1.16 Public Records

Under the Massachusetts General Laws, the Town cannot assure the confidentiality of any materials or information that may be submitted by a contractor in response to this Bid. Thus contractors who choose to submit confidential information do so at their own risk. All bids or other materials submitted by the contractor in response to this Bid will be open for inspection by any person and in accordance with Massachusetts General Laws, Chapter 66 (Public Records Law). Any statements reserving any confidentiality or privacy rights in the submitted responses or otherwise inconsistent with these statutes will be void and disregarded.

1.17 Conflict of Interest

By execution of a contract with the Town of Needham, the Bidder acknowledges that the Town of Needham is a municipality for the purposes of Massachusetts General Laws, Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the contractor based on said statute.

1.18 Other Notices

The consideration of all bids and subsequent selection of the successful applicant shall be made without regard to race, color, sex, age, handicap, religion, political affiliation or national origin.

The Bidder shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws, Chapter 151B).

The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful Bidder may receive or award as a result of this contract.

Any services provided by the Bidder shall be rendered through a professional services contract; the Bidder will not be considered an employee of the Town and will not receive any benefits of an employee.

The Bidder shall comply with Massachusetts General Laws, Chapter 66A if the Bidder becomes a "holder" of "personal data". The Bidder shall also protect the physical security and restrict any access to personal or other Town data in the Bidder's possession, or used by the Bidder in the performance of the Contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment or systems.

1.19 Pre-Bid Conference

Refer to Procurement in Brief for details, if any.

1.20 Tie Bid

In the event that there is a **tie bid** between two (2) responsive and responsible bidders, the award of the contract will be determined by a coin toss. The bidder's whose submission was received earliest shall be assigned "Heads" in the coin toss. In the event that there is a **tie bid** with three (3) or more responsive and responsible bidders, the award shall be made by a draw by lot limited to those bidders. The coin toss/draw by lot shall be scheduled within two (2) business days from when it was determined by the Town to be a tie bid. The bidders involved shall be given an opportunity to attend. The coin toss/drawing shall be witnessed by at least three (3) Town officials. The tie breaker event shall be held at the Needham Town Hall during regular business hours.

1.21 Contract Award

The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

The contract will be awarded to the responsive and responsible bidder offering the lowest price. There will be only one contract awarded under this bid.

The Town herein declares its express purpose not to award the contract to any Bidder unable to furnish evidence, satisfactory to the Town, that it has sufficient ability, experience, and capital to execute and complete the work in accordance with the contract. If requested, any Bidder may be required to demonstrate financial stability satisfactory to the Town.

The Town Manager is the awarding authority for the contract. Further the contract will not be binding until it has been approved as to form by Town Counsel. Award, payment and performance obligations shall depend on the availability and appropriation of funds.

The Town reserves a period up to ninety (90) calendar days following the opening of the bids in which to evaluate and award the contract.

Upon bidder selection, the Town of Needham will mail or email the contract to be executed by the Bidder, who will returned the required number of copies with the required insurances and bonds. The Town of

Needham will then counter-sign the contracts and will return one complete contract to the Bidder. Unless otherwise noted by the Town, the terms and conditions contained therein are **NOT** negotiable.

1.22 Submission Requirements

Quality Requirements

- ✓ **All bidders must furnish proof of a minimum of five (5) continuous years in business.**
- ✓ **All bidders must provide owner contact information for five (5) projects of similar nature and scope completed within the last five (5) years.**
- ✓ The bidder shall submit their proposal upon the bid forms supplied within these specifications. The bidder shall specify the unit prices as requested for each bid item. All bids shall be signed correctly with ink; in order to qualify, the bidder must provide bids for each required item within a section.

Submission Requirements

1. The bid is to be submitted and addressed as follows: Director of Finance and Administration, PSAB, 500 Dedham Ave., Needham, MA 02492.
2. The bid is to be clearly marked: IFB 21DPW002G, Transportation and Hauling of Municipal Solid Waste.
3. Bidder must acknowledge all addenda related to this IFB, if any.
4. Bidder must submit a completed **Bid Form A: Bid Form** or an exact copy, signed by an individual authorized to negotiate for and contractually bind the Bidder. All prices must be reflective of all costs for delivery. No price adjustments will be allowed. Fuel surcharges or vehicle surcharges or adjustments will not be allowed.
5. Bidder must submit a completed **Bid Form B: Bidder Information Response** form.
6. Bidder must submit a completed **Bid Form C: Authentication Form**.
7. Bidder must submit a signed **Bid Form D: Certificate of Good Faith**.
8. Bidder must submit a completed **Bid Form E: Certificate of Compliance with Massachusetts Tax Laws** or Certificate of Good Standing issued by the Massachusetts Department of Revenue.
9. Bidder must provide the required number of references. For each, provide the following: a contact person and title, customer's name, address, telephone number, email, and a brief description of the actual services provided (sample format included in bid package).
10. Bidder must submit a completed **Bid Form F: Certificate of Authority** (attached) or **Corporate Resolution**; if applicable.
11. Bids must be received and time stamped no later than the deadline stated in the **Procurement Schedule** (Where and When Bids are Due). LATE BIDS WILL NOT BE CONSIDERED.
12. A **Bid Deposit** is **NOT** required.
13. Delivery will be at the expense of the Bidder. Any and all damages that may occur due to packaging or shipping will be at the sole responsibility of the Bidder.
14. Any additional requirements as required in the Scope of Service.

The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.

PART 2 – SCOPE OF SERVICES OR PRODUCT SPECIFICATIONS

2.01 General

The Town of Needham operates the Recycling and Transfer Station (RTS) located at 1421 Central Avenue, in Needham, Massachusetts. The Town does not provide curbside trash or recycling collection to its 10,755 households.

Trash and recyclables collected at the RTS are generated primarily from four categories of users:

1. All residents who choose to bring material to the facility and pay a per-bag or per ton fee to dispose of trash but drop off recyclables (mixed paper, commingled containers and cardboard) at no cost.
2. Local businesses that purchase an annual sticker to the RTS and pay a per-bag or per ton fee to dispose of trash but drop off recyclables (mixed paper, commingled containers and cardboard) at no cost.
3. Private haulers that collect from Needham residents and pay a per-ton fee to dispose of trash but deliver source separated recyclables and single stream recyclables (mixed paper, commingled containers and cardboard) at \$45.00 per ton.
4. Municipal facilities and schools from which town employees collect trash and single-stream recycling.

Currently about 2/3 of households utilize the transfer station and obtain a free residential sticker, while most of the remainder contract with one of several private haulers for collection. The PAYT bag and per ton model for disposal will not be changed.

The Town is interested in diverting the largest amount of recyclable materials from the waste stream and in having recyclable materials going to the highest use possible.

2.02 Transportation and Hauling of Municipal Solid Waste

This bid is for solely for the transportation/haul of MSW from the RTS to the Wheelabrator Co-generation facility in Millbury. The Town has a long-term disposal contract with Wheelabrator Co-generation facility in Millbury, MA and will be responsible for the disposal cost of all MSW handled, processed and loaded at the RTS.

Quantities:

The following amount of MSW has been collected over the past 3 years:

Material Information Municipal Solid Waste	Number of 100 c.y. Trailer Loads	Total tons	Average Tons per Load
FY17	352	9,193	26.1
FY18	379	8,933	23.6
FY19	284	7,065	24.9

Transportation/Haul Cost Requirements:

Transportation cost per load shall be round trip from 1421 Central Ave., Needham, MA to Wheelabrator Co-generation facility in Millbury, MA (just less than 80 miles round trip). Per load round trip cost will include all costs including any possible surcharges. The Town will not pay any charges over and above the cost per load submitted on this bid form. Upon return to the RTS with the Town's empty trailer, the selected contractor will provide the Town with a receipt or other slip showing the selected contractor's truck number and/or the Town's trailer number, the time and the weight of the material disposed at Wheelabrator.

2.03 Information about Transfer Trailers

All materials are loaded by RTS staff into 100 cubic yard transfer trailers. Bidders may provide pricing for any of the following:

1. Town of Needham providing transfer trailers
2. The selected vendor providing transfer trailers
3. Town of Needham and the selected vendor providing transfer trailers – Allowing for alternating trailers on site in Needham

All Town-owned trailers require a semi-tractor (57,000 lb. GVW) with a wet hydraulic system pump (P51 hydraulic pump or equivalent, 3,000 PSI output), for transportation and offloading.

All Town-owned transfer trailers carry State of Massachusetts and Massachusetts Turnpike Authority overweight permits. All trailers are hydraulic operated (walking floors), with relief valve pressure setting of 3,000 PSI. The selected contractor will not use trolley brakes on Town trailers. Any excessive wear of the braking system and the associated components will be the responsibility of the contractor to repair or replace, including drums. The Town will be responsible for normal tire wear and replacement. The selected contractor will be responsible for all tire punctures and sidewall damage (including replacement) while transporting the transfer trailers.

2.04 Billing, Payment, and Reporting Requirements

The selected contractor shall provide the Town with copies of all weight slips, preferably via email on a weekly basis, but at least monthly if other arrangements are approved by the Town.

The selected contractor shall bill the Town for services provided on a monthly basis. The invoice shall include an itemized report noting the date, tonnage, and cost for each load picked up from the Town. The monthly report shall be due to the Town by the tenth day of the month following collection.

Per load round trip cost will include all costs including any possible surcharges. The Town of Needham will not pay any charges over and above the cost per load submitted on bid forms.

2.05 Additional Regulatory Requirement

Notice of Compliance with the Massachusetts Department of Environmental Protection Regulation 310 CMR 19.017.

2.06 Performance Standards

The selected contractor shall provide a designated contact to the Town for the purpose of communicating and coordinating transportation and hauling services. A hauling request made by the Town for the hauling of trash trailers from the RTS must be scheduled within the same business day. The selected contractor will be required to fulfill the agreed upon schedule to haul loaded trash trailers from the RTS to the Wheelabrator WTE facility in Millbury. Failure to fulfill a hauling request within 2 business days may result in a fine of \$50.00 per day after the 2nd business day charged to the selected contractor.

The selected contractor will be required to perform a visual trailer inspection and fill out a Trailer Inspection Form (TIF) prior to connecting the contractor's tractor to a loaded trash trailer. A completed and signed TIF shall be submitted to the RTS office trailer staff prior to any trailer being hauled from the RTS. The TIF shall serve as documentation of any damages done to a trash trailer and will serve as the basis for assessing responsibility for such damages.

Any damage done to trailers or equipment associated with the trailer's use by the selected contractor, demonstrated through the review of a signed TIF, shall provide the Town with standing to terminate the contract.

PART 3 – CHECKLIST AND REQUIRED FORMS FOR SUBMISSION

**Transportation and Hauling of Municipal Solid Waste
21DPW002G**

Company Name: _____

- Bidder has completed and returned the **Acknowledgment of Receipt** form (via fax or email).
- Bidder has completed, signed, and enclosed the **Bid Form A: Bid Price Form** or an exact copy.
- Bidder has completed, signed, and enclosed the **Bid Form B: Bidder Information Response** form.
- Bidder has completed, signed, and enclosed the **Bid Form C: Authentication Form**.
- Bidder has completed, signed, and enclosed the **Bid Form D: Certificate of Good Faith**.
- Bidder has completed, signed, and enclosed the **Bid Form E: Certificate of Compliance with Massachusetts Tax Laws** or Certificate of Good Standing issued by the Massachusetts Department of Revenue.
- Bidder has provided at least five (5) references on the **Bid Form F: Professional Reference Form** of which at least 5 are governmental units (municipal/county/regional district/state agency/special district).
- If the bid submission is signed by someone other than the Owner/President of the company, a completed **Bid Form G: Certificate of Authority of Corporate Resolution** for the person who signed the proposal or a valid Corporate Resolution stating the individual has the authority to submit the proposal on behalf of the Company and can bind the Company to the contract if awarded.
- Bidder acknowledged all addenda, if any
Addendum Number 1 dated _____
Addendum Number 2 dated _____
Addendum Number 3 dated _____
Addendum Number 4 dated _____
Addendum Number 5 dated _____

This form must be completed and filed with bid submission

**Bid Form A: Bid Sheet
Transportation and Hauling of Municipal Solid Waste
21DPW002G**

Transportation of Municipal Solid Waste						
Description		Unit Cost	Units			Total Value
Year One (July 1, 2020 – June 30, 2021)						
A	Cost of Transportation	\$	x	331	Load	\$
B	Will you provide a reduced price for using vendor's trailers (circle one)?					Yes No
C	If yes, what is the % reduction?					%
D	Revised Total Estimate with Reduction (Total Value of A-(Total Value of A *C))					\$
Year Two (July 1, 2021 – June 30, 2022)						
A	Cost of Transportation	\$	x	331	Load	\$
B	Will you provide a reduced price for using vendor's trailers (circle one)?					Yes No
C	If yes, what is the % reduction?					%
D	Revised Total Estimate with Reduction (Total Value of A-(Total Value of A *C))					\$
Year Three (July 1, 2022 – June 30, 2023)						
A	Cost of Transportation	\$	x	331	Load	\$
B	Will you provide a reduced price for using vendor's trailers (circle one)?					Yes No
C	If yes, what is the % reduction?					%
D	Revised Total Estimate with Reduction (Total Value of A-(Total Value of A *C))					\$

Bidder Acknowledges Addenda #: _____

Company Name: _____ Number of Years in Business: _____

Address: _____

Authorized Signature: _____

Printed Name & Title: _____

This form must be completed and filed with bid submission

**Bid Form B: Bidder Information Response
Transportation and Hauling of Municipal Solid Waste
21DPW002G**

Legal Name of the Bidder: _____

Company Name: _____

Company Address: _____

City State Zip: _____

Company Web Address: _____

Company Telephone: _____ Company Fax Number: _____

State of Incorporation (Date): _____

If the bidder is a partnership, give full names and addresses of all partners; and if an individual, give residential address if different from business address.

Company Contacts – Required

Individual submitting the bid: (This is the individual who should sign the Certificate of Good Faith)

Name: _____ Title: _____

Mailing Address: _____

Telephone: _____ Fax Number: _____

Email Address: _____

Individual to be contacted about the bid: (If different from the individual submitting the bid)

Name: _____ Title: _____

Mailing Address: _____

Telephone: _____ Fax Number: _____

Email Address: _____

Best Times to Contact: _____

Individual authorized to contractually bind the company: (This will be the individual whose name and title will appear in the contract documents and will execute the contract if the contract is awarded to the company)

Name: _____ Title: _____

Mailing Address: _____

Telephone: _____ Fax Number: _____

Email Address: _____

Best Times to Contact: _____

1. Has the bid been signed by a person legally authorized to commit the Bidder (Company) to the contract, if awarded? **Yes** **No**
2. Is the Bidder prepared to provide the insurances as required? **Yes** **No**
3. Has the Bidder placed any conditions or restrictions with its bid to the Town which conflict with the Scope of Services? (If yes, the bid may be deemed conditional.) **Yes** **No**
4. Has the Bidder identified any and all exceptions to the Town's specifications and are they included in the submission? **Yes** **No**
5. Is the Bidder prepared to execute the Town's contract, if awarded? **Yes** **No**

Signature of the Bidder: _____

Printed Name and Title of Signatory: _____

Date: _____

This form must be completed and filed with bid submission

Bid Form C: Authentication Form
Transportation and Hauling of Municipal Solid Waste
21DPW002G

The undersigned agrees that, if selected as the contractor for any or all of the above bid items, the contractor shall be obligated to provide those services in accordance with the terms of these specifications at the bid price upon receipt of a fully executed contract.

Name of Bidder: _____

Address: _____

Authorized Signature: _____

Printed Name and Title: _____

Date: _____ Phone Number: _____

Fax Number: _____ Email: _____

This form must be completed and filed with bid submission

**Bid Form D: Certificate of Good Faith
Transportation and Hauling of Municipal Solid Waste
21DPW002G**

CERTIFICATE OF GOOD FAITH

The undersigned hereby certifies that s/he will comply with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

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.

Signature of individual submitting the bid or proposal

Individual Full Name (Print/Type)

Name of Business (Print/Type)

(Date)

Two Witnesses or Notary

Witness One Signature

Witness Two Signature

Witness One Full Name (Print/Type)

Witness Two Full Name (Print/Type)

Witness One Primary Address

Witness Two Primary Address

OR

Commonwealth of Massachusetts

County of _____

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____(name of document signer), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

- as partner for _____, a partnership.
- as _____ for _____, a corporation.
- as attorney in fact for _____, the principal.
- as _____ for _____, (a) (the) _____.

(official signature and seal of notary)

My commission expires: _____

This form must be completed and filed with bid submission

**Bid Form E: Certificate of Compliance with Massachusetts Tax Laws
Transportation and Hauling of Municipal Solid Waste
21DPW002G**

Certificate of Good Standing issued by the Massachusetts Department of Revenue dated no earlier than 90 days before the bid submission deadline may be submitted in place of this certificate.

Pursuant to M.G.L. c.62C, §49A , 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.**

(1) Contractor: _____ Date: _____

Print Name: _____

Social Security Number: _____

Corporation, Association, or Partnership: _____

Federal Tax ID Number or Social Security Number: _____

(2) By: _____ Date: _____

(Authorized Corporate Signature)

Name and Title: _____

Note to Contractor***: Please sign at (1) or (2), whichever applies.

In order to comply with all laws of the Commonwealth relating to taxes, the undersigned certifies that Contractor (check applicable item):

1. _____ has filed all tax returns and paid all taxes required by law; or
2. _____ has filed a pending application for abatement of such tax; or
3. _____ has a pending petition before the appellate tax board contesting such tax; or
4. _____ does not derive taxable income from Massachusetts Sources such that it is subject to taxation by the Commonwealth

* As used in this certification, the word "Contractor" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

* 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 Town of Needham receives a signed copy of this Certification.

This form must be completed and filed with bid submission

**Bid Form F: Professional References
Transportation and Hauling of Municipal Solid Waste
21DPW002G**

Customer: _____

Mailing Address: _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit?: Yes No

Project Name: _____

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

Customer: _____

Mailing Address: _____

Period of Service (MM/YYYY): _____ through _____

Is this a Municipal or other Governmental Unit?: Yes No

Project Name: _____

Primary Contact: _____ Title: _____

Telephone: _____ Ext: _____

Email: _____

(Make as many copies as necessary. A minimum of 5 references required)

**THIS FORM OR SUBSTITUTE WITH THE REQUESTED
INFORMATION MUST BE FILED WITH BID SUBMISSION**

**Bid Form G: Certificate of Authority
Transportation and Hauling of Municipal Solid Waste
21DPW002G**

Complete Only If Applicable

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.