**REQUEST FOR PROPOSALS for FY20**

**MUNICIPAL SOLID WASTE and RECYCLING SERVICES**

The Town of Monterey is seeking proposals 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 proposals clearly marked “Municipal Solid Waste and Recycling Services” are due by April 3, 2019 at 9:15am to the Administrative Assistant at Town Hall, P.O. Box 308, 435 Main Rd, Monterey, MA 01245 at which time they will be read aloud publically. 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:

COMPANY NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_FAX\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Equipment to be provided, installed and maintained by Contractor:\*

 Monthly Rental Fee

|  |  |  |
| --- | --- | --- |
| 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 | $ |
| G | Container for Electronics | $ |
|  | **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.

1. 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.

\*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.

1. **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 billed to the Town at cost.
2. **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 February 7, 2019 is $2.96 per gallon. Monterey will not pay surcharges unless the price of fuel surpasses $3.50 per gallon.

1. **Insurance**- The Contractor agrees to maintain insurance coverage of at least the following:

|  |  |
| --- | --- |
| Workers Compensation | As required by State Law |
| Employers Liability | $1,000,000 |
| Bodily Injury Liability | $1,000,000 |
| Excess Liability | $1,000,000 |

1. **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 |

1. Contractor agrees to comply with all Federal, State and local laws and regulations.
2. Plowing and sanding for access to all containers is provided by the Town.
3. Contract period is from July 1, 2019 to June 30, 2020 with the Town of Monterey having the option of extending the contract for two (2) consecutive one year periods. The Town of Monterey reserves to right to terminate this agreement if the Contractor fails to meet all contractual obligations.

Signed by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



**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, is genuine and is not a collusive or sham bid. 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.

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with this contract for which this bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in this bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the town of Monterey or any other person interested in the proposed contract.

The price or prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has not been influenced by or relied upon any verbal claims, information or promises given to me by the Town, or any of the Town’s employees. I have not fraudulently conspired with the Town, or any of the Town’s employees, and that if selected as the successful bidder I will perform the work and provide the goods and services in conformance with the Town’s specifications.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature of individual submitting bid or proposal

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Print Name and Date

**Tax Compliance Certification**Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature of person submitting bid or proposal

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Printed Name and Date

**Bidder’s Certification Regarding Payment of Prevailing Wages**

The undersigned bidder hereby certifies, under the pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development, if applicable. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

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Signature of person submitting bid or proposal

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Printed Name and Date

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID**