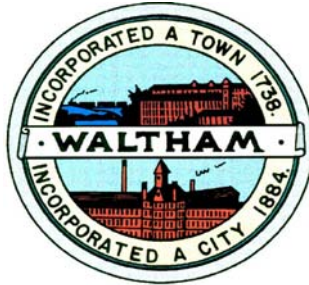


The City of Waltham



**Invites
Interested Parties
To propose the best offer and or bid
For the service or product herewith described:**

**PURCHASE OF UP TO 25,000 RECYCLING BINS,
DIFFERENT SIZES**

The bid opening will be held: 10:00 AM, THURSDAY DECEMBER 22, 2016

Table of Contents:

- **Invitation to Bid**
- **Intent of the Project**
- **Instructions**
- **General Conditions**
- **Specifications**
- **Compliance**
- **Bid Price**

Invitation to Bid

The City of Waltham

Purchasing Department

REQUEST FOR BID (RFB)

Under the rules of M.G.L. Chapter 30b the Purchasing Department of the City of Waltham hereby requests sealed bids for:

**PURCHASE OF UP TO 25,000 RECYCLING BINS,
DIFFERENT SIZES**

Price Proposals will be received at the office of the Purchasing Agent, , City Hall, 610 Main Street, Waltham MA 02452, until:

10:00 AM, THURSDAY DECEMBER 22, 2016

At which time and place the bids will be publicly opened and read.

Specifications and information available at the Purchasing Agent's Office or in the Waltham Purchasing Department web site at www.city.waltham.ma.us/open-bids

BIDS MUST BE SIGNED AND ENCLOSED IN A SEALED ENVELOPE AND MARKED:

BID FOR: Recycling Bins

If the Bidder is a corporation, state your correct corporate name and State of incorporation. If Bidder is a partnership, state names and addresses of partners. If Bidder is a trust or other legal entity, state correct names and addresses of trustees or names and address of those legally authorized to bid and enter into contracts.

EXCEPTION OR ALTERNATES TO SPECIFICATIONS, TERMS OF SALE, AND DISCOUNTS AVAILABLE, MUST BE INCLUDED IN THE BID PRIOR TO OPENING DATE.

Intent of Project

The Purchasing Department of the City of Waltham wishes to purchase up to 25,000 plastic recycling bins. Three different sizes: 32, 64 and 96 gallons

AGREEMENT

CITY OF WALTHAM

ARTICLE 1. This agreement, made this _____ day of _____, 2016 by and between the CITY OF WALTHAM, party of the first part, hereinafter called the CITY, by its MAYOR, and

_____ hereinafter called the CONTRACTOR.

ARTICLE 2. Witnesseth, that the parties to this agreement, each in consideration of the agreement on the part of the others herein contained, do hereby agree, the CITY OF WALTHAM for itself, and said contractor for his heirs, executors, administrators and assigns as follows:

To furnish all equipment, machinery, tools and labor, to furnish and deliver all materials required to be furnished (except as otherwise specified) and deliver in and about the project and to do and perform all work in strict conformity with the provisions of this Contract and of the Notice to Bidders, bid, Project Manual, and Drawings hereto annexed. The said Notice to Bidders, bid, Project Manual, and Drawings are hereby made a part of this contract as fully and to the same effect as if the same had been set forth at length and incorporated in the contracts.

ARTICLE 3. In consideration of the foregoing premises the CITY agrees to pay and the CONTRACTOR agrees to receive as full compensation for everything furnished and done by the CONTRACTOR under this contract, including all work required by not included in the items herein mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, such prices as are set forth in the accompanying bid.

This Agreement entered into as of the day and year first written above.

CITY OF WALTHAM, MASSACHUSETTS

FOR THE CITY

Jeannette A. McCarthy, MAYOR,
City of Waltham
Date: _____

John B. Cervone, City Solicitor
Date: _____

APPROVED AS TO FORM ONLY

Michael Chiasson, Director CPW
Date: _____

Joseph Pedulla, Purchasing Agent
Date: _____

Paul Centofanti, Auditor
Date: _____

I CERTIFY THAT SUFFICIENT FUNDS
ARE AVAILABLE FOR THIS CONTRACT

FOR THE COMPANY

CONTRACTOR (Signature),
Date: _____

Company

Address

Instructions

INSTRUCTIONS FOR BIDDERS

1. READ ALL DOCUMENTS.

Bidders should familiarize themselves with all the documents contained herein; it is mandatory that all Bids be in compliance with all the provisions contained in said documents.

2. FORMS AND ATTACHMENTS.

Bids are to be completed on the forms provided **ONLY** and enclosed in a sealed envelope marked on the outside "BID (title)" and the name and address of bidder. Attachments submitted in addition to the Waltham Purchasing Department produced forms may not be considered.

3. PRINTED OR TYPED RESPONSE.

All information must be typewritten or printed in ink, including the price the bidder offers in the space as provided on the bid form.

4. CORRECTIONS.

Bids that are submitted containing cross outs, white outs or erasures, will be rejected.

All corrections or modifications to the original bid are to be submitted in a separate envelope, properly marked on the outside, "CORRECTION/ MODIFICATION TO BID (title)" and submitted prior to the bid opening.

ALL DOCUMENTS SUBMITTED WITH YOUR RESPONSE WILL BE INCORPORATED INTO THE CONTRACT.

5. PRICE IS ALL INCLUSIVE.

Bid prices shall encompass everything necessary for furnishing all items, materials, supplies or services as specified, and in accordance with the specifications, including proper packing, cost of delivery, and in the case of services, completion of same, as per specifications.

6. PRICE DISCREPANCY.

In the event of a discrepancy between the Unit Price and the Extension, the Unit Price shall prevail.

7. EXCEPTIONS

No Exceptions will be acceptable to the City. The City's intent is to purchase precisely what is specified in the document. Only equal or better grade specifications shall be considered by the City.

8. BID DEPOSITS.

Bid deposits are to be made payable to the City of Waltham. In the event that the successful bidder fails to execute a Contract within (10) days of the receipt of said contract, such security shall be retained by the city as liquidated damages. Unsuccessful bidders' deposits will be returned immediately following the award to said successful bidder.

9. WITHDRAW.

A Bid may be withdrawn by written request prior to the schedule for the Bid Opening. No withdrawals are permitted after the bid opening date and time. Withdrawals after the bid opening date will cause the forfeit of the bid Deposit.

10. AWARD.

Bids will be awarded not later than (90) ninety days after the scheduled bid opening date, unless otherwise stated, in the specifications. Unless otherwise specified, bids will be evaluated on the basis of, completeness of your RFP response, responsiveness, responsibility, best price and experience.

11. AWARD CRITERIA.

Qualified and responsive proposals will be evaluated based on the following rating, which will apply to all Price, Technical, and Compliance requirements.

12. DISCOUNTS.

Discounts for prompt payments, based on City Pay Day, will be considered when making awards.

13. TAX EXEMPT.

Purchases by the City of Waltham are exempt from any Federal, State or Massachusetts Municipal Sales and/or Excise Taxes.

14. SAMPLES.

The Waltham Purchasing Department may require the submission of samples either before or after the awarding of a contract. Samples are to be submitted, at no charge to the City, so as to ascertain the product's suitability. If specifically stated in the Bid that

samples are required, said samples must be submitted with the Bid prior to the Official Bid Opening. Failure to submit said samples would be cause for rejection of Bid. All samples must be called for and picked up within (30) thirty days of award or said samples will be presumed abandoned and will be disposed of.

15. ACTIVE VENDOR LIST.

Vendors who wish to remain on the Active Bid List must either submit a Bid, No Bid, or a letter requesting same, no later than the Official Bid Opening. This is applicable to those vendors who have received the Invitation to Bid.

16. FUNDS APPROPRIATION.

The contract obligation on behalf of the City is subject to prior appropriation of monies from the governmental body and authorization by the Mayor.

17. THE AWARDING AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY PART OF ANY BID, WHICH IN THE OPINION OF THE AWARDING AUTHORITY, IS IN THE BEST INTERESTS OF THE CITY OF WALTHAM.

18. THE TAX ATTESTATION CLAUSE, CERTIFICATION OF NON-COLLUSION AND THE CORPORATION INFORMATION, are an integral part of the Invitation for Bid and must be completed and signed by the person submitting the Bid, or by the person/persons who are officially authorized to do so.

19. STANDARD OF QUALITY.

Where, in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the Bidder may select one or the other. If the Bidder proposes to offer a substitute as an equal, he shall so indicate on the Bid Form, the kind, type, catalog number, brand, or manufacturer of material that is offered as an equal, and describe where it differs from the specifications. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specifications. Failure to indicate the description of any substitute item on the Bid will be interpreted to mean that the Bidder will furnish the item or service as specified.

20. MODIFICATION.

No agreement, understanding, alteration or variation of the agreement, terms or provisions herein contained shall bind the parties, hereto unless made and executed in writing by the parties hereto.

21. ASSIGNMENT.

The final payment for work done under this Contract shall be made only after the Contractor has signed a statement under the penalty of perjury, certifying that he has completed the work described in the final estimate. Neither party hereto shall assign this Contract or sublet it in part or as a whole without the prior written consent of the other party hereto. The Contractor shall not assign any sum or sums due or becoming due to him hereunder without the prior written consent of the City.

22. STABILITY of AGREEMENT:

Section 1. The failure of the City or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the City or of the Union to future performance of any such term or condition and the obligations of the Union or of the City to such future performance shall continue in full force and effect.

Section 2. The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation, ordinance or order promulgated by the City.

Section 3. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions hereof and the remaining parts of provisions shall remain in full force and effect.

23. DELIVERIES *(if applicable)*:

a) The Contractor shall pay all freight and delivery charges. The Waltham Purchasing Department does not pay for shipping and packaging expenses. Items must be delivered as stipulated in the specifications. All deliveries must be made to the inside of city buildings. Sidewalk deliveries will not be accepted. City personnel are not required to assist in the deliveries and contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery, when necessary.

b) All items of furniture must be delivered inside the building, set up, in place and ready for use. Deliveries are to be made between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday, except on holidays.

c) All damaged items, or items which do not comply with specifications will not be accepted and title therefore will not vest to the Waltham Purchasing Department until such items are accepted and signed for, in good order, by the receiving department.

d) The contractor must replace, without further cost to the Waltham Purchasing Department, such damaged or non-complying items before payment will be made.

24. LABELING *(if applicable).*

All packages cartons or other containers must be clearly marked with (a) building and room destination; (b) description of contents of item number from specifications; (c) quantity; (d) City of Waltham Purchase Order Number and (e) Vendor's name and order number.

25. GUARANTEES.

Unless otherwise stipulated in the specifications, furniture, equipment and similar durable items shall be guaranteed by the contractor for a period of not less than one year from the date of delivery and acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced the contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The contractor shall make such replacement immediately upon receiving notice from the Purchasing Agent.

26. SINGLE VENDOR.

The Waltham Purchasing Department desires to award a single contract based on the Grand Total Price. However, where applicable, the City reserves the right to make multiple awards on a unit price basis if, in the opinion of the Waltham Purchasing Department, it is in the best interest of the Waltham Purchasing Department.

27. BEST AND FINAL OFFER.

The Waltham Purchasing Department reserves the right to request best and final offers from one or more bidders. Best and final offer will be exercised should the CPO deem it is in the best interest of the Waltham Purchasing Department in order to obtain the best value.

28. CHANGE ORDERS.

Change orders are not effective until, if, as and when signed by the Mayor and no work is to commence until the change orders are fully executed.

29. BID OPENING INCLEMENT WEATHER

If, at the time of the originally scheduled bid opening, City Hall is closed to inclement weather or another unforeseeable event, the bid opening will be extended until 2:00 PM on the next normal business day. Bids will be accepted until that date and time.

30. TIE BREAK

In the event of a tie where both vendors were responsive and responsible the vendors with a tie agree to a coin toss to determine the winner. The Coin toss will be executed in the presence of both vendors and a witness from the Purchasing Office. The coin will be flipped by the Chief Procurement Officer in the presence of the two bidders. A written record of the process you used, including the results and the names of those participating. The low bidders shall sign an agreement stating that they will abide by the results of the tie breaker. As an alternative, you may allow for a "second round" between the tied vendors

GENERAL CONDITIONS

GENERAL CONDITIONS

1. INFORMATION

All information shall come from the Office of the City Agent. The Contractor shall inquire at this office for any information needed. Wherever the words "or equal as approved" are used, it is to be understood that the opinion of the City Agent shall govern.

2. SUITS

The Contractor shall assume defense of and shall indemnify and hold the City and its agents harmless from all suits and claims against them arising from the use of any invention, patent right labor or employment, or from any act of omission or neglect of the Contractor, his agents, employees or any subcontractor in performing the work, under this contract.

3. LAWS AND REGULATIONS

The Contractor shall conform to all the applicable rules, regulations, laws and ordinances of the City of Waltham, the United States of America and all agencies having jurisdiction.

4. PROTECTION OF PROPERTY

The Contractor shall take all proper precautions to protect the City's property from damage and unnecessary inconvenience. Any City property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition, by and at the expense of the Contractor.

5. PROTECTION OF PERSONS

The Contractor shall take all proper precautions to protect persons from injury, unnecessary inconvenience, and shall be responsible for his failure to do so. The Contractor agrees to hold the City harmless from any and all liabilities of every nature and description, which may be suffered through bodily injury, including death, to any person, by reason of negligence of the Contractor, his agents or employees, or any subcontractor.

6. CONTRACT DURATION.

This contract is for the period of three (3) years beginning on the date first placed by the Mayor's Signature and renewable each year at the sole discretion of the City.

7. INSURANCE

A. WORKMAN'S COMPENSATION: The Contractor shall provide by insurance for the payment of compensation and furnishing of other benefits under Chapter 152 of the General Laws of the Commonwealth of Massachusetts to all persons to be employed under this contract, the premiums for which shall be paid by the Contractor.

B. COMPREHENSIVE GENERAL LIABILITY

Bodily Injury:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate
Property Damage:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

C. AUTOMOBILE (VEHICLE) LIABILITY

Bodily Injury	\$2,000,000 Each Occurrence
Property Damage	\$1,000,000 Aggregate

D. UMBRELLA POLICY \$2,000,000

Your bid response must include a Certificate of Insurance with the above limits as a minimum. In addition, the Certificate of Insurance must have the following text contained in the bottom left box of the Certificate: *"The City of Waltham is a named additional insured for all insurances under the contract, excluding Automobile and Workers Compensation coverage"*. **Failure by the contractor to provide a current and updated insurance policy, during the entire duration of the contract, may result in additional legal liability.** The Certificate of Insurance must be mailed directly to:

Office of the Purchasing Agent
Purchasing Department
City of Waltham
610 Main Street
Waltham, MA 02452

8. MATERIALS BOND

The Contractor agrees to execute and deliver to the City, a Materials Bond or a Payment Bond in the amount equal to 100% of the contract price. This contract shall not be in force until said bond has been delivered and accepted by the City. Bond to be issued by a company licensed by the Commonwealth of Massachusetts.

9. PERSONNEL:

The Contractor shall employ a competent supervisor and all properly licensed personnel necessary to perform the services required in this contract. The City Agent shall have the right to require the Contractor to remove and/or replace any of the personnel for nonperformance or for unprofessional behavior. The City Agent may require the Contractor to submit a weekly performance record of the areas and of the work performed, on forms approved by the City Agent. The Contractor or his supervisor shall be available to inspect such work as required by the City Purchasing Agent.

10. MATERIALS

The City or its Agent reserves the right to approve or reject any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any rejected supplies, materials or equipment, to the satisfaction of the City or its Agents.

11. TERMINATION OF CONTRACT

This contract may be terminated by the City upon deliverance to the Contractor of a five-day written notice of said termination.

12. CONTRACT OBLIGATIONS

Contract obligations on behalf of the City are subject to an annual appropriation to cover the contract obligation.

13. BIDDER EXPERIENCE EVALUATION

Each bidder shall submit with his bid, all the information relative to their experience and qualifications in performing the work required under this contract and shall have been in business for a minimum of five (5) years, in order for their bid to be considered.

15. NOT-TO-EXCEED AMOUNT

The bid amount proposed in your company's response is a "not-to- Exceed" amount unless the City makes changes, in writing, to the scope of work to be performed. The Change Order must be signed and approved by the CPO PRIOR to the commencement of the change order work. A change order will be priced at the unit

price. Failure to comply with this procedure will result in the cancellation of the contract and the non-payment of services provided

16. FINANCIAL STATEMENTS.

The City may require, within five (5) days after the bid opening, a complete and detailed Financial Statement prepared by a Certified Public Account, to determine a bidder's financial stability.

17 BREACH OF CONTRACT/ NON PERFORMANCE

If the Contractor shall provide services in a manner, which is not to the satisfaction of the City, the City may request that the Contractor refurnish services at no additional cost to the City until approved by the City. If the Contractor shall fail to provide services, which are satisfactory to the City, the City in the alternative may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract for nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. If the damages sustained by the City exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand. The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including a state of war, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has notified the City in writing of such cause within seven (7) days after its occurrence.

18 RIGHT TO AUDIT

TheWaltham Purchasing Department has the right to review and audit documents related to this contract. This right extends to any subcontractor, supplier or other entity used by the prime contractor to fulfill the obligations under this contract.

19. CITY ORDINANCE. APPROVAL OF CONTRACTS BY MAYOR, SEC. 3-12 OF THE CITY ORDINANCES.

All contract made by any department, board or commission where the amount involved is two thousand dollars (\$2,000) or more shall be in writing, and no such contract shall be

deemed to have been made or executed until the approval of the Mayor is affixed thereto. Any construction contract shall, and all other contracts may, where the contract exceed five thousand dollars (\$5,000) be required to be accompanied by a bond with sureties satisfactory to the Mayor.

20. ACTIVE REPARATION CLAIMS

Does your company or any of its Principals have an active reparation Claim with the City. A claim is any demand by a contract for the payment of disputed invoices, payment penalties, labor disputes, interest, etc. YES _____, NO _____ (*circle or check applicable*). If YES Please explain the nature of the claim, date of the claim and City Department

(Add an additional page if necessary)

21. THE CITY OF WALTHAM EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION POLICY

The City of Waltham is committed to a policy of equal employment opportunity and to a program of affirmative action in order to fulfill that policy. The City will accordingly recruit and hire into all positions the most qualified persons in light of job-related requirements, and applicants and employees shall be treated in employment matters without regard to unlawful criteria including race, color, religion, ancestry, national origin, sex, sexual orientation, disability, age, positive HIV-related blood test results, status as a disabled or Vietnam Era Veteran, genetic information, or gender identity or expression, as these terms are defined under applicable law, or any other factor or characteristic protected by law.

In addition, The City of Waltham recognizes that discriminatory harassment and sexual harassment are forms of unlawful discrimination, and it is, therefore, the policy of the City of Waltham that discriminatory harassment and sexual harassment will not be tolerated. The City of Waltham also prohibits unlawful harassment on the basis of other characteristics protected by law.

Further, employees and applicants will not be subjected to harassment or retaliation because they have engaged in or may engage in the following: filing a complaint or assisting or participating in an investigation regarding alleged discrimination or

harassment as prohibited in the policy statement above; filing a complaint or assisting or participating in an investigation, compliance evaluation, or any other activity related to the administration of the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA"), Section 503 of the Rehabilitation Act of 1973 ("Rehabilitation Act"), or the Affirmative Action provisions of federal, state or local law; opposing any act or practice made unlawful by VEVRAA requiring equal employment opportunities for individuals with disabilities, disabled veterans, or veterans of the Vietnam Era; or exercising any rights under VEVRAA or the Rehabilitation Act.

Sources: Titles VI and VII of the Civil Rights Act of 1964; the Immigration Reform and Control Act of 1986; Title IX of the Education Amendments of 1972; the Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; the Age Discrimination Act of 1975; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; Section 402 of the Vietnam-Era Veterans Readjustment Assistance Act of 1974; Executive Order 11246 as amended; The Genetic Information Nondiscrimination Act of 2008 and such other federal, state and local non-discrimination laws as may apply.

22. BUY RECYCLING REQUIREMENTS

The City of Waltham's Buy Recycling Procedure follows the EPA's Comprehensive Procurement Guideline (CPG) program promoting the use of materials recovered from solid waste. Buying recycled-content products ensures that the materials collected in recycling programs will be used again in the manufacturing of new products. The City requires that the purchase of products and material supplied by subcontractors originate, as often as practical, from the recycling of previously used materials.

23. M.G.L. A. 156C § 67. CERTIFICATION OF AUTHORITY TO ACT FOR A LIMITED LIABILITY COMPANY (LLC)

Limited Liability corporations are required to file with the City a certificate showing they have the authority to contract.

Any person who is identified on the certificate of organization, as amended, of a domestic limited liability company, or on the application for registration, as amended, of a foreign limited liability company, as a manager or as a person who is authorized to execute any documents to be filed with the office of the state secretary, is required to certify as to the incumbency of any manager or member and as to the authority of any person, whether or not such person is identified on the certificate of organization or on the application for registration, to act for the limited liability company, including without limitation with respect to the matters referred to in section sixty-six, and any such certification shall be binding on the limited liability company in favor of a person relying in good faith on such certification, notwithstanding any inconsistent provisions of the operating agreement, side agreements among the members, the managers or both, by-laws or rules, resolutions or votes of the limited liability company.

Specifications

BID SPECIFICATIONS

32 Gallon Curbside Carts

The specifications herein describe the minimum acceptable features and performance requirements for universal carts. All proposals shall be submitted on the form provided below. Bidders must review all specifications for compliance. By checking “No”, the bidder states that its product does not conform to the written specification and therefore takes an exception. Any exceptions should be detailed on a separate page titled “Exceptions”. If the City determines that exceptions do exist which were not identified by the bidder, then the proposal will be deemed non-responsive and the bidder disqualified. If no exceptions are taken, it will be inferred that the bidder’s product meets all specifications.

1. CORPORATE INFORMATION

	SPECIFICATION	Yes	No
1.1	Manufacturer must be a wholly-owned and operated U.S. corporation.		
1.2	All container and lid manufacturing must be conducted within the United States.		

2. CONTAINER SPECIFICATIONS

	SPECIFICATION	Yes	No
2.1	ANSI COMPLIANCE: The universal carts must be compatible with standard American semi-automated lifters (ANSI type B) and automated arm lifters (ANSI type G). All carts must meet the most current requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 for “Type B/G Containers”. The bidder must submit independently certified copies of all ANSI test results with the proposal.		
2.2	PROCESS: All containers shall be manufactured utilizing the injection molding process. Blow molded and rotational molded products shall be deemed unacceptable.		
2.3	CAPACITY: Containers shall have a capacity of 32 gallons, excluding lid, (+/-2%). State capacity in gallons _____ Bidders must include independent, certified test results in accordance with ANSI Z245.60-2008, for “Volumetric Loading Capacity”. (The exact capacities of the cart bodies will be shown to the nearest 0.1 U.S. gallon)		

2.4	<p>LOAD RATING: Container load ratings shall comply with ANSI standard Z245.60-2008. The container must meet the ANSI maximum standard of 3.5 pounds per gallon volumetric capacity. The load rating shall be stamped into the container lid.</p> <p>State container load rating: _____</p>		
2.5	<p>MATERIAL: Plastic resin for the cart body and lid shall be high-density polyethylene supplied by a national petrochemical producer. Low or medium-density polyethylene will be deemed unacceptable. The bidder must submit a technical data sheet from the resin producer.</p>		
2.6	<p>PCR CONTENT: Carts shall be manufactured using a minimum of 20% post-consumer resin (PCR).</p> <p>State percentage of PCR to be utilized in the manufacture of carts: _____%</p>		
2.7	<p>RECYCLABILITY: Cart and lid must be 100% recyclable.</p>		
2.8	<p>RESIN ADDITIVES & UV INHIBITOR: Resin must be enhanced with color pigment and UV inhibitor that is formulated to prevent color fading and ultraviolet damage for 10 years. Additives must be uniformly distributed throughout the container.</p>		
2.9	<p>COLOR: Container color shall be Green. Lid color shall be Green.</p>		
2.10	<p>CART INTERIOR: The interior surface must be smooth and free from obstructions that would cause material to become trapped.</p>		
2.11	<p>WALL THICKNESS: The container must have a minimum wall thickness of .140” throughout the body of the container. The container must have a minimum wall thickness of .150” in critical wear areas.</p>		
2.12	<p>DIMENSIONS: The exterior dimensions of the completely assembled containers from cart bottom to top of the lid shall be as follows (+/- 1%): 36.75” Height / 19” Width / 26” Depth</p> <p>Please state dimensions: _____” Height / _____” Width / _____” Depth</p>		
2.13	<p>ASSEMBLED WEIGHT: Assembled container shall weigh a minimum of 19 pounds.</p> <p>State assembled weight: _____</p>		
2.14	<p>CART STABILITY: Container shall be stable whether empty or loaded while in the upright position.</p> <p>All containers must be designed to withstand winds at a minimum of 35 mph from all directions when empty. Bidder</p>		

	must submit certified, independent wind tunnel testing with this document.		
2.15	ABRASION PROTECTION: The container must be designed with an integrally molded wear ridge on the container bottom to protect the bottom from abrasion wear through. Add on pads which require attention and replacement are not acceptable.		
2.16	LID SHAPE: The lid shall be domed shaped and will be of one piece construction overlapping the body to prevent rain water from entering the body of the cart.		
2.17	LID ROTATION: The lid must open 270 degrees to rest on the rear of the container without adding stress to the container body or lid.		
2.18	LID ATTACHMENT: The lid shall be attached to the container body by two (2) attachment points using two (2) internal lid pins. Lids may not be attached with metal hinges, brackets, bolts or other means. Lids shall be pre-assembled at the factory prior to shipment.		
2.19	LID HOOK: Each lid shall have an integrally molded hook on the underside for the hanging of literature and informational materials.		
2.20	LIFT SYSTEM: The upper attachment point must be molded into the body of the container. Lift pockets that protrude from the front wall of the container are not acceptable.		
2.21	CATCH BAR: The cart will be fitted with a freely rotating, corrosion impervious lower catch bar. This bar must be a 3/4" minimum diameter pultruded composite bar and should have a one way mounting feature. Molded in plastic catch bars, and catch bars that require push pins or screws are not acceptable.		
2.22	HANDLES: All containers must be equipped with handles that are a minimum of 1" in diameter and molded as part of the container body. Handle or handle mounts that are bolted onto the container body are unacceptable.		
2.23	WHEELS: Wheels shall be a minimum of 8" in diameter and shall be of a snap-lock, rust-proof design and attached without the use of pal nuts, end-caps or any extraneous parts or tools. The wheel shall have a spacer incorporated onto the hub to minimize components.		
2.24	AXLE: Axle must be a minimum of 5/8" diameter, steel construction, plated to protect against corrosion and must be mounted through a minimum of two integrally molded journals in the cart body. Axles shall not be exposed to the internal cart body.		
2.25	Bittering Agent (rodent & odor control additive).		

3. MARKINGS

	SPECIFICATION	Yes	No
3.1	SERIAL NUMBER: Each container shall have a serial number hot-stamped on the front face of the container below the top rim. All serial numbers must be visible when the carts are stacked.		
3.2	CONTAINER LOGO: The container shall be hot stamped on the two sides with “Waltham Recycles”.		
3.3	CART USE INSTRUCTIONS: Instructions for the safe use and care of the container shall be molded into the lid.		
3.4	IN-MOLD LID LABELING: The outside, top of the lid must contain a permanent, full color in-molded instruction label. The image shall not fade, discolor, or disfigure, and shall not peel or wear off under normal use. The label shall carry a 10 year warranty and must be a minimum of 9.5” x 14.5”.		

4. RFID INTEGRATION

	DESCRIPTION	Yes	No
4.1	RFID INTEGRATION: Carts to be equipped with a UHF RFID tag that has been pre-associated at the manufacturing facility with the 7-12 digit serial number that has been hot stamped on the front of the container. The RFID tag must be installed within the cart body. The serial number must be the same number as what is used to identify the container for warranty purposes. Adhesive or sticker RFID tags will not be acceptable. To avoid interference with the container contents and materials, RFID tags placed inside the container are unacceptable.		
4.2	RFID TAG ASSOCIATION: It is the responsibility of the container manufacturer to provide and maintain a data base for the city which includes the association information for warranty. The data base must include each container’s RFID Tag, Serial Number, Date of Manufacture, Location of Manufacture, Cart size and Cart Type. It is expected that the manufacturer will maintain this data base for the life of the contract and provide additional association information for future container purchases.		
4.3	RFID TAG TESTING: The RFID tag must be tested at the manufacturing facility to ensure it is working properly prior to shipment.		
4.4	SERIAL NUMBERS: Each container must have a serial number branded in white on the front face of its body. The final serial number shall be determined by the city and will contain 8-9 alphanumeric digits. Adhesive or sticker serial numbers are not acceptable. The serial number must be pre-associated with an ultrahigh radio frequency identification (UHF RFID) tag at the container manufacturer’s facility. The bidder will maintain a file that will identify the date of manufacture by the serial number.		

5. ASSEMBLY & DOOR TO DOOR DISTRIBUTION

	DESCRIPTION	Yes	No
5.1	The successful bidder will be responsible for shipment, staging, assembling and delivering roll carts, with one cart to be distributed to each residential address in the City. The City will provide the contractor a list of street addresses no later than 3 weeks prior to the start of the assembly and delivery.		
5.2	Carts shall be delivered 6 days per week, Monday through Saturday.		
5.3	The City will provide an electronic address database of each housing unit that will receive a cart. The addresses will be alphabetical by street name and in ascending house number. If multi-family units are to receive carts, the address list must show number of units per address. The City will provide this listing at least 3 weeks prior to the start of deliveries.		
5.4	Each container must include (provided by the contractor) a plastic hanger bag that includes a preprinted brochure describing the safe care & use of the carts for residents. The bag must be hung on the hook that is molded into the underside of the lid.		
5.5	Each cart's serial number and RFID tag number must be associated during the manufacturing process. Upon delivery to the household, each cart will be assigned to an address by reading the UHF RFID tag and an electronic delivery report will be provided to the City by the Contractor. They will ensure the RFID tag is valid within the cart. Bar Coded reading of cart data is not acceptable.		

6. EXPERIENCE

	SPECIFICATION	Yes	No
6.1	<p>MANUFACTURING EXPERIENCE: Bidder must have demonstrated container manufacturing experience for a minimum of 5 years.</p> <p>State years of experience: _____ years</p>		
6.2	<p>REFERENCES: Bidder must submit a reference list of ten (10) references currently using the exact product(s) being bid. Reference shall have used products for no less than five (5) years. Failure to include references will result in immediate disqualification of bid.</p>		

7. WARRANTY

	SPECIFICATION	Yes	No
7.1	<p>TERMS: Bidder must warrant its refuse carts from functional failure due to defects in plastic materials or faulty workmanship or insufficient resistance to weathering while in normal use for a period of ten (10) years (120 months) from the date of shipment from the manufacturing facility to any purchaser.</p> <p>For purposes of this warranty, “normal use” of a cart is considered to be the collection of residential solid waste in conjunction with any semi-automated or fully automated mechanical lifting device manufactured to ANSI Z245.60-2008-2008 and/or ANSI Z245.30-2008-2008.</p> <p><u>BROKEN/DAMAGED BINS, WHEN REPAIRED, WILL BE SHIPPED FREE OF CHARGE TO THE USER.</u></p> <p><u>ALL APPROVED WARRANTY CLAIMS WILL BE SHIPPED FREE OF CHARGE TO SPECIFIED LOCATION.</u></p>		
7.2	<p>OWNERSHIP: If bidder is owned by another business entity, the owning entity must also accept full financial responsibility for the warranty of the bidder. If owned by another business entity, the bidder must submit with its bid, a letter from the owning entity which clearly states its obligation and commitment to honor the warranty of the bidder should the bidder ever be in a position to not do so. Such letter will be signed by the owning entity’s top officer and notarized.</p>		
7.3	<p>WARRANTY STATEMENT: Bidder shall submit a copy of the exact warranty offered with the bid.</p>		

8. PRICE ADJUSTMENTS

	SPECIFICATION	Yes	No
8.1	<p>CONTRACT EXTENSIONS: Contract extensions will be based on the mutual written agreement between the successful bidder and the City.</p>		

9. MAINTENANCE

	SPECIFICATION	Yes	No
9.1	<p>The Company shall maintain all bins for a period of 3 years. The maintenance is performed on the resident site or in city designated location. Maintenance of the bins will be performed as needed, without delay and within 48 hours. Maintenance involves but not limited to repairing or replacing parts, lubricating, testing and delivery of the repaired bins to city residents.</p>		

	<p>All repair parts will be purchased by the city (provide parts cost listings). The vendor shall provide, at no additional cost, transportation, tools, technical assistance, training on the proper use of the bins and all necessary labor.</p> <p>All repairs and maintenance are expected to be completed within 48 hours of the repair log in date. The contractor, if back logged with repairs/maintenance, shall be required to assign additional labor hours to meet the 48 hours deadline.</p> <p>The repair technician shall pick-up and later deliver to/from the city residences broken bins, record the address, log in the take-in time and obtain contact information. The technician shall remain in contact with the resident to provide repair completion updates.</p>		
9.2	LEAD TIME: Initial delivery must be made by April.		

Price per each 32 gallon bin: \$_____

Based on all estimated number of bins purchased of: **5,000**

Estimated TOTAL number of bins – **all sizes** – needed is: **25,000**

BID SPECIFICATIONS

64 Gallon Curbside Carts

Installed Bar

The specifications herein describe the minimum acceptable features and performance requirements for universal carts. All proposals shall be submitted on the form provided below. Bidders must review all specifications for compliance. By checking “No”, the bidder states that its product does not conform to the written specification and therefore takes an exception. Any exceptions should be detailed on a separate page titled “Exceptions”. If the City determines that exceptions do exist which were not identified by the bidder, then the proposal will be deemed non-responsive and the bidder disqualified. If no exceptions are taken, it will be inferred that the bidder’s product meets all specifications.

1. CORPORATE INFORMATION

	SPECIFICATION	Yes	No
1.1	Manufacturer must be a wholly-owned and operated U.S. corporation.		
1.2	All container and lid manufacturing must be conducted within the United States.		

2. CONTAINER SPECIFICATIONS

	SPECIFICATION	Yes	No
2.1	ANSI COMPLIANCE: The universal carts must be compatible with standard American semi-automated lifters (ANSI type B) and automated arm lifters (ANSI type G). All carts must meet the most current requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 for “Type B/G Containers”. The bidder must submit independently certified copies of all ANSI test results with the proposal.		
2.2	PROCESS: All containers shall be manufactured utilizing the injection molding process. Blow molded and rotational molded products shall be deemed unacceptable.		
2.3	CAPACITY: Containers shall have a capacity of 64 gallons, excluding lid, (+/-2%). State capacity in gallons _____ Bidders must include independent, certified test results in accordance with ANSI Z245.60-2008, for “Volumetric Loading		

	Capacity". (The exact capacities of the cart bodies will be shown to the nearest 0 ¹ .1 U.S. gallon)		
2.4	<p>LOAD RATING: Container load ratings shall comply with ANSI standard Z245.60-2008. The container must meet the ANSI maximum standard of 3.5 pounds per gallon volumetric capacity. The load rating shall be stamped into the container lid.</p> <p>State container load rating: _____</p>		
2.5	<p>MATERIAL: Plastic resin for the cart body and lid shall be high-density polyethylene supplied by a national petrochemical producer. Low or medium-density polyethylene will be deemed unacceptable. The bidder must submit a technical data sheet from the resin producer.</p>		
2.6	<p>PCR CONTENT: Carts shall be manufactured using a minimum of 20% post-consumer resin (PCR).</p> <p>State percentage of PCR to be utilized in the manufacture of carts: _____%</p>		
2.7	<p>RECYCLABILITY: Cart and lid must be 100% recyclable.</p>		
2.8	<p>RESIN ADDITIVES & UV INHIBITOR: Resin must be enhanced with color pigment and UV inhibitor that is formulated to prevent color fading and ultraviolet damage for 10 years. Additives must be uniformly distributed throughout the container.</p>		
2.9	<p>COLOR: Container color shall be Green. Lid color shall be Green.</p>		
2.10	<p>CART SURFACE: The interior surface must be smooth and free from obstructions that would cause material to become trapped. The exterior surface must have a textured surface around the grab area.</p>		
2.11	<p>WALL THICKNESS: The container must have a minimum wall thickness of .160" throughout the body of the container. The container must have a minimum wall thickness of .165" in critical wear areas.</p>		
2.12	<p>DIMENSIONS: The exterior dimensions of the completely assembled containers from cart bottom to top of the lid shall be as follows (+/- 1%): 44" Height / 22" Width / 26.5" Depth</p> <p>Please state dimensions: _____ " Height / _____ " Width / _____ " Depth</p>		
2.13	<p>ASSEMBLED WEIGHT: Assembled container shall weigh a minimum of 28 pounds.</p>		

	State assembled weight: _____		
2.14	<p>CART STABILITY: Container shall be stable whether empty or loaded while in the upright position.</p> <p>All containers must be designed to withstand winds at a minimum of 40 mph from all directions when empty. Bidder must submit certified, independent wind tunnel testing with this document.</p>		
2.15	<p>ABRASION PROTECTION: The container must be designed with two integrally molded wear ridges on the container bottom to protect the bottom from abrasion wear through. Add on pads which require attention and replacement are not acceptable.</p>		
2.16	<p>LID SHAPE: The lid shall be domed shaped and will be of one piece construction overlapping the body to prevent rain water from entering the body of the cart.</p>		
2.17	<p>LID ROTATION: The lid must open 270 degrees to rest on the rear of the container without adding stress to the container body or lid.</p>		
2.18	<p>LID ATTACHMENT: The lid shall be attached to the container body by four (4) attachment points using two (2) internal lid pins. Lids may not be attached with metal hinges, brackets, bolts or other means. Lids shall be pre-assembled at the factory prior to shipment.</p>		
2.19	<p>LID HOOK: Each lid shall have an integrally molded hook on the underside for the hanging of literature and informational materials.</p>		
2.20	<p>LIFT SYSTEM: The upper attachment point must be molded into the body of the container. Lift pockets that protrude from the front wall of the container are not acceptable.</p>		
2.21	<p>CATCH BAR: The cart will be fitted with a freely rotating, corrosion impervious lower catch bar. This bar must be a ¾" minimum diameter pultruded composite bar and should have a one way mounting feature. Molded in plastic catch bars, and catch bars that require push pins or screws are not acceptable. Carts must ship with lower bar factory installed.</p>		
2.22	<p>HANDLES: All containers must be equipped with handles that are a minimum of 1" in diameter and molded as part of the container body. Handle or handle mounts that are bolted onto the container body are unacceptable.</p>		
2.23	<p>WHEELS: Wheels shall be a minimum of 10" in diameter and shall be of a snap-lock, rust-proof design and attached without the use of pal nuts, end-caps or any extraneous parts or tools. The wheel shall have a spacer incorporated onto the hub to minimize components.</p>		
2.24	<p>AXLE: Axle must be a minimum of 5/8" diameter, steel construction, plated to protect against corrosion and must be mounted through a minimum of four integrally molded journals in the cart body. Axles shall not be exposed to the internal cart body.</p>		

2.25	Bittering Agent (rodent & odor control additive).		
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3. MARKINGS

	SPECIFICATION	Yes	No
3.1	SERIAL NUMBER: Each container shall have a serial number hot-stamped on the front face of the container below the top rim. All serial numbers must be visible when the carts are stacked.		
3.2	CONTAINER LOGO: The container shall be hot stamped on the two sides with “Waltham Recycles”.		
3.3	CART USE INSTRUCTIONS: Instructions for the safe use and care of the container shall be molded into the lid.		
3.4	IN-MOLD LID LABELING: The outside, top of the lid must contain a permanent, full color in-molded instruction label. The image shall not fade, discolor, or disfigure, and shall not peel or wear off under normal use. The label shall carry a 10 year warranty and must be a minimum of 9.5” x 14.5”.		

4. RFID INTEGRATION

	DESCRIPTION	Yes	No
4.1	RFID INTEGRATION: Carts to be equipped with a UHF RFID tag that has been pre-associated at the manufacturing facility with the 7-12 digit serial number that has been hot stamped on the front of the container. The RFID tag must be installed within the cart body. The serial number must be the same number as what is used to identify the container for warranty purposes. Adhesive or sticker RFID tags will not be acceptable. To avoid interference with the container contents and materials, RFID tags placed inside the container are unacceptable.		
4.2	RFID TAG ASSOCIATION: It is the responsibility of the container manufacturer to provide and maintain a data base for the city which includes the association information for warranty. The data base must include each container’s RFID Tag, Serial Number, Date of Manufacture, Location of Manufacture, Cart size and Cart Type. It is expected that the manufacturer will maintain this data base for the life of the contract and provide additional association information for future container purchases.		
4.3	RFID TAG TESTING: The RFID tag must be tested at the manufacturing facility to ensure it is working properly prior to shipment.		
4.4	SERIAL NUMBERS: Each container must have a serial number branded in white on the front face of its body. The final serial		

	number shall be determined by the city and will contain 8-9 alphanumeric digits. Adhesive or sticker serial numbers are not acceptable. The serial number must be pre-associated with an ultrahigh radio frequency identification (UHF RFID) tag at the container manufacturer's facility. The bidder will maintain a file that will identify the date of manufacture by the serial number.		
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5. ASSEMBLY & DOOR TO DOOR DISTRIBUTION

	DESCRIPTION	Yes	No
5.1	The successful bidder will be responsible for shipment, staging, assembling and delivering roll carts, with one cart to be distributed to each residential address in the City. The City will provide the contractor a list of street addresses no later than 3 weeks prior to the start of the assembly and delivery.		
5.2	Carts shall be delivered to the residents 6 days per week, Monday through Saturday.		
5.3	The City will provide an electronic address database of each housing unit that will receive a cart. The addresses will be alphabetical by street name and in ascending house number. If multi-family units are to receive carts, the address list must show number of units per address. The City will provide this listing at least 3 weeks prior to the start of deliveries.		
5.4	Each container must include (provided by the contractor) a plastic hanger bag that includes a preprinted brochure describing the safe care & use of the carts for residents. The bag must be hung on the hook that is molded into the underside of the lid.		
5.5	Each cart's serial number and RFID tag number must be associated during the manufacturing process. Upon delivery to the household, each cart will be assigned to an address by reading the UHF RFID tag and an electronic delivery report will be provided to the City by the Contractor. They will ensure the RFID tag is valid within the cart. Bar Coded reading of cart data is not acceptable.		

6. EXPERIENCE

	SPECIFICATION	Yes	No
6.1	MANUFACTURING EXPERIENCE: Bidder must have demonstrated container manufacturing experience for a minimum of 5 years. State years of experience: _____ years		
6.2	REFERENCES: Bidder must submit a reference list of ten (10) references currently using the exact product(s) being bid.		

	Reference shall have used products for no less than five (5) years. Failure to include references will result in immediate disqualification of bid.		
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7. WARRANTY

	SPECIFICATION	Yes	No
7.1	<p>TERMS: Bidder must warrant its refuse carts from functional failure due to defects in plastic materials or faulty workmanship or insufficient resistance to weathering while in normal use for a period of ten (10) years (120 months) from the date of shipment from the manufacturing facility to any purchaser.</p> <p>For purposes of this warranty, “normal use” of a cart is considered to be the collection of residential solid waste in conjunction with any semi-automated or fully automated mechanical lifting device manufactured to ANSI Z245.60-2008-2008 and/or ANSI Z245.30-2008-2008.</p> <p><u>BROKEN/DAMAGED BINS, WHEN REPAIRED, WILL BE SHIPPED FREE OF CHARGE TO THE USER.</u></p> <p><u>ALL APPROVED WARRANTY CLAIMS WILL BE SHIPPED FREE OF CHARGE TO SPECIFIED LOCATION.</u></p>		
7.2	<p>OWNERSHIP: If bidder is owned by another business entity, the owning entity must also accept full financial responsibility for the warranty of the bidder. If owned by another business entity, the bidder must submit with its bid, a letter from the owning entity which clearly states its obligation and commitment to honor the warranty of the bidder should the bidder ever be in a position to not do so. Such letter will be signed by the owning entity’s top officer and notarized.</p>		
7.3	<p>WARRANTY STATEMENT: Bidder shall submit a copy of the exact warranty offered with the bid.</p>		

8. PRICE ADJUSTMENTS

	SPECIFICATION	Yes	No
8.1	<p>CONTRACT EXTENSIONS: Contract extensions will be based on the mutual written agreement between the successful bidder and the City.</p>		

9. MAINTENANCE

	SPECIFICATION	Yes	No
9.1	<p>The Company shall maintain all bins for a period of 3 years. The maintenance is performed on the resident site or in city designated location. Maintenance of the bins will be performed as needed, without delay and within 48 hours. Maintenance involves but not limited to repairing or replacing parts, lubricating, testing and delivery of the repaired bins to city residents.</p> <p>All repair parts will be purchased by the city (provide parts cost listings). The vendor shall provide, at no additional cost, transportation, tools, technical assistance, training on the proper use of the bins and all necessary labor.</p> <p>All repairs and maintenance are expected to be completed within 48 hours of the repair log in date. The contractor, if back logged with repairs/maintenance, shall be required to assign additional labor hours to meet the 48 hours deadline.</p> <p>The repair technician shall pick-up and later deliver to/from the city residences broken bins, record the address, log in the take-in time and obtain contact information. The technician shall remain in contact with the resident to provide repair completion updates.</p>		
9.2	LEAD TIME: Initial delivery must be made no later than April 30, 2017.		

Price per each 64 gallon bin: \$ _____

Based on an estimated number of bins purchased of: **17,500**

Estimated TOTAL number of bins – **all sizes** – needed is: **25,000**

BID SPECIFICATIONS

96 Gallon Curbside Carts Installed Bar

The specifications herein describe the minimum acceptable features and performance requirements for universal carts. All proposals shall be submitted on the form provided below. Bidders must review all specifications for compliance. By checking “No”, the bidder states that its product does not conform to the written specification and therefore takes an exception. Any exceptions should be detailed on a separate page titled “Exceptions”. If the City determines that exceptions do exist which were not identified by the bidder, then the proposal will be deemed non-responsive and the bidder disqualified. If no exceptions are taken, it will be inferred that the bidder’s product meets all specifications.

1. CORPORATE INFORMATION

	SPECIFICATION	Yes	No
1.1	Manufacturer must be a wholly-owned and operated U.S. corporation.		
1.2	All container and lid manufacturing must be conducted within the United States.		

2. CONTAINER SPECIFICATIONS

	SPECIFICATION	Yes	No
2.1	ANSI COMPLIANCE: The universal carts must be compatible with standard American semi-automated lifters (ANSI type B) and automated arm lifters (ANSI type G). All carts must meet the most current requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 for “Type B/G Containers”. The bidder must submit independently certified copies of all ANSI test results with the proposal.		
2.2	PROCESS: All containers shall be manufactured utilizing the injection molding process. Blow molded and rotational molded products shall be deemed unacceptable.		
2.3	CAPACITY: Containers shall have a capacity of 96 gallons, excluding lid, (+/-2%). State capacity in gallons _____ Bidders must include independent, certified test results in accordance with ANSI Z245.60-2008, for “Volumetric Loading Capacity”. (The exact capacities of the cart bodies will be shown to the nearest 0.1 U.S. gallon)		

2.4	<p>LOAD RATING: Container load ratings shall comply with ANSI standard Z245.60-2008. The container must meet the ANSI maximum standard of 3.5 pounds per gallon volumetric capacity. The load rating shall be stamped into the container lid.</p> <p>State container load rating: _____</p>		
2.5	<p>MATERIAL: Plastic resin for the cart body and lid shall be high-density polyethylene supplied by a national petrochemical producer. Low or medium-density polyethylene will be deemed unacceptable. The bidder must submit a technical data sheet from the resin producer.</p>		
2.6	<p>PCR CONTENT: Carts shall be manufactured using a minimum of 20% post-consumer resin (PCR).</p> <p>State percentage of PCR to be utilized in the manufacture of carts: _____%</p>		
2.7	<p>RECYCLABILITY: Cart and lid must be 100% recyclable.</p>		
2.8	<p>RESIN ADDITIVES & UV INHIBITOR: Resin must be enhanced with color pigment and UV inhibitor that is formulated to prevent color fading and ultraviolet damage for 10 years. Additives must be uniformly distributed throughout the container.</p>		
2.9	<p>COLOR: Container color shall be Green. Lid color shall be Green.</p>		
2.10	<p>CART SURFACE: The interior surface must be smooth and free from obstructions that would cause material to become trapped. The exterior surface must have a textured surface around the grab area.</p>		
2.11	<p>WALL THICKNESS: The container must have a minimum wall thickness of .175" throughout the body of the container. The container must have a minimum wall thickness of .185" in critical wear areas.</p>		
2.12	<p>DIMENSIONS: The exterior dimensions of the completely assembled containers from cart bottom to top of the lid shall be as follows (+/- 1%): 46" Height / 23" Width / 31.5" Depth</p> <p>Please state dimensions: _____ " Height / _____ " Width / _____ " Depth</p>		
2.13	<p>ASSEMBLED WEIGHT: Assembled container shall weigh a minimum of 37 pounds.</p> <p>State assembled weight: _____</p>		
2.14	<p>CART STABILITY: Container shall be stable whether empty or loaded while in the upright position.</p>		

	All containers must be designed to withstand winds at a minimum of 49 mph from all directions when empty. Bidder must submit certified, independent wind tunnel testing with this document.		
2.15	ABRASION PROTECTION: The container must be designed with two integrally molded wear ridges on the container bottom to protect the bottom from abrasion wear through. Add on pads which require attention and replacement are not acceptable.		
2.16	LID SHAPE: The lid shall be domed shaped and will be of one piece construction overlapping the body to prevent rain water from entering the body of the cart.		
2.17	LID ROTATION: The lid must open 270 degrees to rest on the rear of the container without adding stress to the container body or lid.		
2.18	LID ATTACHMENT: The lid shall be attached to the container body by four (4) attachment points using two (2) internal lid pins. Lids may not be attached with metal hinges, brackets, bolts or other means. Lids shall be pre-assembled at the factory prior to shipment.		
2.19	LID HOOK: Each lid shall have an integrally molded hook on the underside for the hanging of literature and informational materials.		
2.20	LIFT SYSTEM: The upper attachment point must be molded into the body of the container. Lift pockets that protrude from the front wall of the container are not acceptable.		
2.21	CATCH BAR: The cart will be fitted with a freely rotating, corrosion impervious lower catch bar. This bar must be a 3/4" minimum diameter poltruded composite bar and should have a one way mounting feature. Molded in plastic catch bars, and catch bars that require push pins or screws are not acceptable. Carts must ship with lower bar factory installed.		
2.22	HANDLES: All containers must be equipped with handles that are a minimum of 1" in diameter and molded as part of the container body. Handle or handle mounts that are bolted onto the container body are unacceptable.		
2.23	WHEELS: Wheels shall be a minimum of 10" in diameter and shall be of a snap-lock, rust-proof design and attached without the use of pal nuts, end-caps or any extraneous parts or tools. The wheel shall have a spacer incorporated onto the hub to minimize components.		
2.24	AXLE: Axle must be a minimum of .844" diameter, steel construction, plated to protect against corrosion and must be mounted through a minimum of four integrally molded journals in the cart body. Axles shall not be exposed to the internal cart body.		
2.25	Bittering Agent (rodent & odor control additive).		

3. MARKINGS

	SPECIFICATION	Yes	No
3.1	SERIAL NUMBER: Each container shall have a serial number hot-stamped on the front face of the container below the top rim. All serial numbers must be visible when the carts are stacked.		
3.2	CONTAINER LOGO: The container shall be hot stamped on the two sides with “Waltham Recycles”.		
3.3	CART USE INSTRUCTIONS: Instructions for the safe use and care of the container shall be molded into the lid.		
3.4	IN-MOLD LID LABELING: The outside, top of the lid must contain a permanent, full color in-molded instruction label. The image shall not fade, discolor, or disfigure, and shall not peel or wear off under normal use. The label shall carry a 10 year warranty and must be a minimum of 9.5” x 14.5”.		

4. RFID INTEGRATION

	DESCRIPTION	Yes	No
4.1	RFID INTEGRATION: Carts to be equipped with a UHF RFID tag that has been pre-associated at the manufacturing facility with the 7-12 digit serial number that has been hot stamped on the front of the container. The RFID tag must be installed within the cart body. The serial number must be the same number as what is used to identify the container for warranty purposes. Adhesive or sticker RFID tags will not be acceptable. To avoid interference with the container contents and materials, RFID tags placed inside the container are unacceptable.		
4.2	RFID TAG ASSOCIATION: It is the responsibility of the container manufacturer to provide and maintain a data base for the city which includes the association information for warranty. The data base must include each container’s RFID Tag, Serial Number, Date of Manufacture, Location of Manufacture, Cart size and Cart Type. It is expected that the manufacturer will maintain this data base for the life of the contract and provide additional association information for future container purchases.		
4.3	RFID TAG TESTING: The RFID tag must be tested at the manufacturing facility to ensure it is working properly prior to shipment.		
4.4	SERIAL NUMBERS: Each container must have a serial number branded in white on the front face of its body. The final serial number shall be determined by the city and will contain 8-9 alphanumeric digits. Adhesive or sticker serial numbers are not acceptable. The serial number must be pre-associated with an ultrahigh radio frequency identification (UHF RFID) tag at the container manufacturer’s facility. The bidder will maintain a file that will identify the date of manufacture by the serial number.		

5. ASSEMBLY & DOOR TO DOOR DISTRIBUTION

	DESCRIPTION	Yes	No
5.1	The successful bidder will be responsible for shipment, staging, assembling and delivering roll carts, with one cart to be distributed to each residential address in the City. The City will provide the contractor a list of street addresses no later than 3 weeks prior to the start of the assembly and delivery.		
5.2	Carts shall be delivered, by contractor, 6 days per week, Monday through Saturday.		
5.3	The City will provide an electronic address database of each housing unit that will receive a cart. The addresses will be alphabetical by street name and in ascending house number. If multi-family units are to receive carts, the address list must show number of units per address. The City will provide this listing at least 3 weeks prior to the start of deliveries.		
5.4	Each container must include (provided by the contractor) a plastic hanger bag that includes a preprinted brochure describing the safe care & use of the carts for residents. The bag must be hung on the hook that is molded into the underside of the lid.		
5.5	Each cart's serial number and RFID tag number must be associated during the manufacturing process. Upon delivery to the household, each cart will be assigned to an address by reading the UHF RFID tag and an electronic delivery report will be provided to the City by the Contractor. They will ensure the RFID tag is valid within the cart. Bar Coded reading of cart data is not acceptable.		

6. EXPERIENCE

	SPECIFICATION	Yes	No
6.1	<p>MANUFACTURING EXPERIENCE: Bidder must have demonstrated container manufacturing experience for a minimum of 5 years.</p> <p>State years of experience: _____ years</p>		
6.2	<p>REFERENCES: Bidder must submit a reference list of ten (10) references currently using the exact product(s) being bid. Reference shall have used products for no less than five (5) years. Failure to include references will result in immediate disqualification of bid.</p>		

7. WARRANTY

	SPECIFICATION	Yes	No
7.1	<p>TERMS: Bidder must warrant its refuse carts from functional failure due to defects in plastic materials or faulty workmanship or insufficient resistance to weathering while in normal use for a period of ten (10) years (120 months) from the date of shipment from the manufacturing facility to any purchaser.</p> <p>For purposes of this warranty, “normal use” of a cart is considered to be the collection of residential solid waste in conjunction with any semi-automated or fully automated mechanical lifting device manufactured to ANSI Z245.60-2008-2008 and/or ANSI Z245.30-2008-2008.</p> <p><u>BROKEN/DAMAGED BINS, ONCE REPAIRED, WILL BE SHIPPED FREE OF CHARGE TO THE USER.</u></p> <p><u>ALL APPROVED WARRANTY CLAIMS WILL BE SHIPPED FREE OF CHARGE TO SPECIFIED LOCATION.</u></p>		
7.2	<p>OWNERSHIP: If bidder is owned by another business entity, the owning entity must also accept full financial responsibility for the warranty of the bidder. If owned by another business entity, the bidder must submit with its bid, a letter from the owning entity which clearly states its obligation and commitment to honor the warranty of the bidder should the bidder ever be in a position to not do so. Such letter will be signed by the owning entity’s top officer and notarized.</p>		
7.3	<p>WARRANTY STATEMENT: Bidder shall submit a copy of the exact warranty offered with the bid.</p>		

8. PRICE ADJUSTMENTS

	SPECIFICATION	Yes	No
8.1	<p>CONTRACT EXTENSIONS: Contract extensions will be based on the mutual written agreement between the successful bidder and the City.</p>		

9. MAINTENANCE

	SPECIFICATION	Yes	No
9.1	<p>The Company shall maintain all bins for a period of 3 years. The maintenance is performed on the resident site or in a city designated location. Maintenance of the bins will be performed as needed, without delay and within 48 hours. Maintenance involves but not limited to repairing or replacing parts, lubricating, testing and delivery of the repaired bins to city residents in accordance</p>		

	<p>with paragraph 5.2.</p> <p>All repair parts will be purchased by the city (provide parts cost listings). The vendor shall provide, at no additional cost, transportation, tools, technical assistance, training on the proper use of the bins and all necessary labor.</p> <p>The contractor, if back logged with repairs/maintenance, shall be required to assign additional labor hours to meet the 48 hours deadline.</p> <p>The repair technician shall pick-up and later deliver to/from the city residences broken bins, record the address, log in the take-in time and obtain contact information. The technician shall remain in contact with the resident to provide repair completion updates.</p>		
9.2	LEAD TIME: Initial delivery of all sized bins must be made to the residents no later than by April 30, 2017.		

Price per each 96 gallon bin: \$ _____

Based on all estimated number of bins purchased of: **2,500**

Estimated TOTAL number of bins – **all sizes** – needed is: **25,000**

Compliance

(Required Documents.)

Compliance

The compliance documents in this section must be completed, signed and returned **with your bid package.**

Purchasing Department

City of Waltham
610 Main Street
Waltham, MA 02452

Failure to submit the completed documents will cause the disqualification of the proposal.

Section Index

Check when Complete

- Non-collusion form and tax compliance form..... _____
- Corporation Identification Form..... _____
- Certificate of Vote Authority..... _____
- Certificate of Vote Authority, Limited Liability Company **(If an LLC)** _____
- Three (3) References..... _____
- Workman’s and General Liability Insurance..... _____
- Debarment Certificate _____
- OSHA 10 Certificate for all Assigned Employees (MGL ch. 30, §39M and Ch 149)_____

Before the commencement of the Job, the contractor must provide to the above office:

Payment Bond for 100% of the contract value

Your Company’s Name: _____

Service or Product Bid _____

NOTE: Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

NON-COLLUSION FORM AND TAX COMPLIANCE FORM

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. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Waltham was relied upon in the making of this bid

(Signature of person signing bid or proposal)

(Name of business)

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

Name of business

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

CERTIFICATE OF VOTE OF AUTHORIZATION

Date:

I _____, Clerk of _____ hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the _____ day of _____ at which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

VOTED: That _____ (*name*) is hereby authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate seat, execute, acknowledge and deliver all contracts and other obligations of this Corporation; the execution of any such contract to be valid and binding upon this Corporation for all purposes, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation.

I further certify that _____ is duly elected/appointed _____ of said corporation

SIGNED:

(Corporate Seal)

Clerk of the Corporation:

Print Name: _____

COMMONWEALTH OF MASSACHUSETTS

County of _____

Date:

Then personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed before me, _____

Notary Public;

My Commission expires: _____

CORPORATION IDENTIFICATION

The bidder for the information of the Awarding Authority furnishes the following information.

If a Corporation:

Incorporated in what state _____

President _____

Treasurer _____

Secretary _____

Federal ID Number _____

If a foreign (out of State) Corporation – Are you registered to do business in Massachusetts?

Yes _____, No _____

If you are selected for this work you are required under M.G.L.ch. 30S, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that you Corporation is registered, and furnish said certificate to the Awarding Authority prior to the award.

If a Partnership: (Name all partners)

Name of partner _____

Residence _____

Name of partner _____

Residence _____

If an Individual:

Name _____

Residence _____

If an Individual doing business under a firm's name:

Name of Firm _____

Name of Individual _____

Business Address _____

Residence _____

Date _____

Name of Bidder _____

By _____

Signature

Title

Business Address _____ (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City _____ State _____ Telephone Number _____

PROVIDE THREE (3) SERVICE APPROPRIATE REFERENCES

1. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

2. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

3. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.

DEBARMENT CERTIFICATION

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Chief Procurement Officer of the City of Waltham at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the city of Waltham, the contract will be cancelled and the award revoked.

Company Name _____

Address _____

City _____, State _____, Zip Code _____

Phone Number (____) _____

E-Mail Address _____

Signed by Authorized Company Representative:

Print name _____,

Date _____

(Fill out if an LLC)

**CERTIFICATE OF AUTHORITY LIMITED LIABILITY
COMPANY**

The undersigned, being (a/the) duly elected, qualified and active (member/ manager) of _____
a Massachusetts limited Liability Company (hereinafter "the Company")

Does Hereby Certify that:

1. The Articles of Organization of the Company were duly filed with the Office of the Secretary of State of the State of Massachusetts on _____ and the Articles of Organization have not been (further) amended..

2. The Company has complied with the publication requirements contained in Section 67 of the Limited Liability Company Law.

3. There exists an Operating Agreement of the Company and that the said Operating Agreement has not been amended or repealed and that the said Operating Agreement remains in full force and effect as of this date.

4. Neither the Articles of Organization nor the Operating Agreement (as amended) require any further act to be taken or a meeting to be held by its members other that as follows:

5. All said requirements, whether as contained in the Articles of Organization or in the Operating Agreement or by operation of law as to the transaction of _____, 20____ have been met.

6. The following person or persons has/have been duly authorized by the Company to execute all documents in connection with said transaction and that the signature appearing to the right of their name(s) is his/her genuine signature.

NAME	OFFICE HELD	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN Witness Whereof, the undersigned has executed this Certificate of Authority this

_____ day of _____, 20_____.

(Signature)

STATE OF MASSACHUSETTS, COUNTY OF _____

On the _____ day of _____, 20__ , before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/ they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: _____

My Commission Expires: _____

Notary Stamp: