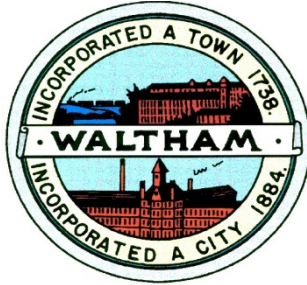


The City of Waltham



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

Municipal Waste Disposal

The bid opening will be held: 10:00 AM Wednesday December 10, 2014

Phone: 781-314-3244, Fax: 781-314-3245

Invitation to Bid

The City of Waltham

Purchasing Department

REQUEST FOR BID (RFB)

Under the rules of M.G.L. Chapter 30B, the Purchasing Agent on behalf of The Mayor hereby requests sealed bids for:

Municipal Waste Disposal

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

10:00 AM Wednesday December 10, 2014

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

Specifications and information available on line by visiting 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: Municipal Waste Disposal

A 5% Bid Bond or Certified Check must accompany each bid submitted and made payable to, and become the property of the City of Waltham, if the successful bidder refuses or neglects to comply with the terms of the Contract.

If the Bidder is a corporation, 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.

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

Intent of Project

The City of Waltham wishes to enter into a five (5) or ten (10) year agreement with a company set up to receive and properly handle the City's Municipal Waste. This bid does not involve the collection of MSW

PARTIAL AGREEMENT

CITY OF WALTHAM

ARTICLE 1. This agreement, made this _____ day of _____, 2014 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, hereto annexed. The said Notice to Bidders, Bid, 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 of the Mayor's signature.

CITY OF WALTHAM, MASSACHUSETTS

FOR THE CITY

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

Luke Stanton, Asst. 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. EXPLANATIONS, EXCEPTIONS

Explanations, exceptions or other information pertinent to the specifications may be made in writing and included in the same envelope with the bid.

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 Price, Technical, and Compliance requirements. See also Page 13 and 14 of this document

12. DISCOUNTS.

Discounts for prompt payments will be considered when making awards.

13. TAX EXEMPT.

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

14. SAMPLES (if applicable).

The City of Waltham 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 CITY AND AUTHORIZATION BY THE MAYOR.

18. THE TAX ATTESTATION CLAUSE, CERTIFICATION OF NON-COLLUSION AND THE CERTIFICATE OF VOTE AUTHORIZATION, are required by statute and 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. Failure to do so may disqualify the bid.

19. STANDARD OF QUALITY. (if applicable)

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. 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.

23. 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.

24. GUARANTEES (if applicable):

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.

25. 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 City of Waltham.

26. 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.

28. 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.

Scope of Service

Overview

Description of Contract, Community Profile, & Historical Information

The City of Waltham wishes to enter into a five or ten year agreement, whichever most advantageous, with a facility large enough to accept the disposal of its Municipal Solid Waste (MSW).

The City of Waltham, Massachusetts is a western suburb of Boston, bordered by the communities of Lexington, Lincoln, Weston, Watertown, Belmont and Newton. Waltham has an area of 13 square miles, with approximately 150 miles of paved streets. The City has a population of approximately 60,632 with approximately 25,000 households. The residential properties are distributed approximately as follows:

- 9,658 single family residential properties
- 1,831 two family residences
- 255 three family residences
- 255 properties with more than one house
- 742 properties with 4 or more residences
- 24 public housing sites, totaling 1472 units
- 4,069 condominiums

Waltham currently contracts for curbside Municipal Solid Waste (MSW), recycling and yard waste collection services for single-and multifamily residential customer (including certain apartment complexes and condominiums) and for the City's schools, parks and municipal buildings. The City has also established a limited recycling collection along already established residential routes. The City is in the final year of a contract for the collection of Municipal waste.

The City of Waltham population is approximately 62,632 people living in approximately 25,000 households. In FY2015 the City is projecting the collection of approximately 21,405 tons of solid waste

Term of the contract will be for **either**:

1. **a ten (10) year period** commencing on the date of the Mayor Signature on the contract.
2. **or a Five (5) year period** commencing on the date of the Mayor Signature on the contract **whichever is most advantageous to the City.**

It will be at the discretion of the City as to whether or not they exercise the option to extend the contract up to ten (ten) years after the conclusion of the initial ten or five year term of the contract.

Contract Price: The contractor shall provide a fixed yearly cost for the entire duration of the contract.

Cost escalations will be limited to:

1. **Regulatory increases** mandated by State or Federal laws. All Regulatory increases may be passed on to the City without mark up. Change in Law Costs shall be in addition to the Tip Fee and shall be applicable to tons delivered under this Agreement from the date of

execution of this Agreement until the end of the Term. The company shall provide sufficient notice of regulatory increases prior to any charges applied to the city.

2. CPI, Commodities (Boston) up to a maximum of 1.25% per year with a total Cap, over the duration of the contract, of 5% for the Five (5) year option or a total cap of 7% over the ten (10) year option.

3. Revenue Incentive. The company agrees to pay the City of Waltham a “high revenue” incentive equal to .025% of the total annual paid revenue by the City when that received revenue reaches \$1M or higher in any fiscal year. The incentive is paid to the City no later than 30 days following the closing of the City’s Fiscal year (June 30)

Waltham Municipal Solid Waste: Approximately 21,405 Tons (6 year average)

There shall be no guaranteed specific minimum or maximum number of tons deliverable to the facility,

Quality of Waste.

The City or its hauler shall deliver all its municipal waste to the facility. There shall not be a provision in the Contract prohibiting the delivery of Waste by the City with the exception of Hazardous Waste to the Facility. In the event that the facility identifies in its loads received that MSW is contaminated, the facility shall prove that the contaminated MSW is originating from the City of Waltham through, an immediate written and verbal report, truck delivery slips, trucks registration, time of entry, tonnage delivered, date of delivery and method used to establish the provenience of the contaminated MSW

Exemption from Commonwealth of Massachusetts, General Laws, Chapter 30B

The provision of solid waste and recyclable disposal services are exempt from the Chapter 30B process. Furthermore the City reserves the right to award the contract the best qualified bidder . The City also reserves the right to reject any and all responses, if it is in the best interest of the City to do so, and to cancel this procurement process at any time.

Proposals

The City, by and through the Waltham Purchasing Department, 610 Main Street, Waltham, MA 02451 will accept proposals from qualified parties for providing the following services: Disposal of all municipal waste excluding Christmas Trees, recycling material and yard waste. The proposals will be received at the Purchasing Department located on the first floor of City Hall at 610 Main Street, Waltham, MA 02451 until **10:00 a.m. on Wednesday December 10, 2014.** This Solicitation is not governed under Massachusetts General Laws Chapter 30B.

Bids shall be submitted in a sealed envelope clearly marked on the outside with the following” Bid for City of Waltham Solid Waste Disposal The bid may be obtained after **4:00Pm November 19, 2014, by** visiting the City web site at www.City.waltham.ma.us/open-bids or by e-mail request to Jpedulla@City.waltham.ma.us . The City reserves the right to waive any informality; and to reject any and all proposals if deemed not to be in the best interest of the City.

Each proposal must contain the following:

- Bid Bond in the amount of 5% of the total proposed price for year one for the 10 year Option
- Evidence of ability to obtain Performance Bond that will be submitted at the time of execution of the Contract equivalent to 100% of its value of the first year's contract and the following years, for the faithful performance of the contract, to be renewed each and every year. (Note: Performance Bonds are only valid for one year at a time.)
- Bank References & Financial Statement for the most recent fiscal year
- History of being able to service large communities.
- References from other municipalities-(three) to be included with this proposal
- Non-Collusion Affidavit
- Completed and signed price proposal forms
- Evidence of Insurance
- Vote Authorization Form
- Tax Compliance Certificate MGL, Ch. 62C, s: 49A (b)
- The entire Compliance Section at the end of this document

Nothing in this BID shall require that the Municipalities take the lowest price proposal. Instead, the City reserves the right to base its decision on the entirety of the information provided, the evaluation of criteria requested, and its sole judgment as to the best service to be provided.

Technical Criteria

The City in considering each proposal, shall prior to any pricing determination and subsequent award, investigate and evaluate the Contractor's responses using the following technical criteria:

- Prior experience with contracts of similar scope
- Completeness of the proposal
- Quality of the services proposed
- Qualifications of the provider based on established professional credibility & financial strength
- Capacity to complete projects: Audited financial statement for the most recent fiscal year.
The financial information shall remain confidential and not be a public record.
- Revenue: Submit revenue under contract for the next (10 years)
- Three references from other municipalities (to be included in response to RFB)

The following are the projected milestone dates:

- Input gathering from City and various municipal contracts
- Finalization of BID Document
- Submittal deadline to advertise
- Advertise in the Commonwealth of Massachusetts Goods and Services bulletin
- Release Bid Packet to the public via invitations and Commonwealth of Massachusetts Goods and Services bulletin
- Bid will be posted on line at www.City.waltham.ma.us/open-bids
- Non Mandatory Pre-Bid Meeting
- Receive Bid Responses
- Review and Evaluate Technical Proposal and Price
- Award Contract
- Initial meeting with successful vendor

Legal Advertisement

To appear in the Commonwealth of Massachusetts Goods and Services bulletin

Contract Definitions

CONTRACTOR: The selected contractor that is signatory to the solid waste disposal contract

MUNICIPALITY: The City of Waltham.

DISPOSAL FACILITY: The facility where the Municipal Solid Waste Collected from the City by a Contractor or by the City shall be taken for disposal.

HOLIDAY: The term “holiday” when used in connection with days of collection, shall include Sundays in addition to the following: New Year’s Day, Independence Day, Thanksgiving Day, Christmas Day, Martin Luther King’s Day, President’s Day, Patriot’s Day, Memorial Day, Labor Day, Columbus Day, Veteran’s Day.

HOUSEHOLD: A single residential unit with a single or multi-family complex.

PROCESSING FACILITY: The facility where the MSW material described in this contract shall be taken by the contractor for processing.

SOLID WASTE: Household trash generated from trash container within the home, and bulky items such as furniture, not including recyclable materials or construction materials, or hazardous waste material or construction and demolition material from remodeling or yard waste.

RESIDENTIAL SUBSCRIBERS: All residents that subscribe/participate in municipal collection.

MUNICIPALITY/CITY: Refers to the City of Waltham

MAYOR: The Mayor of Waltham and or her designee.

General Information

Start Date: January 1, 2015

The Contractor shall commence work under the terms of the Contract as of January 1, 2015.

Daily Contact and Managing Agent: The contractor shall maintain a contact person and phone number available for support.

Compensation to be paid to the Contractor

The City will pay, and the contractor will accept, in full consideration for the performance of the Contractor’s obligations the amounts set forth in the contract shall be made monthly and shall be invoiced by the Contractor to the City no later than then (10) business days after the last day of each calendar month. The City will make all payments due to the Contractor under the terms of the Contract within forty-five (45) days of receiving a complete and accurate invoice from the Contractor. The contractor shall invoice the bid rate (multiplied) by the total disposal tonnage.

Delayed Payment and Disputes

In the event of any dispute as to any portion of any monthly or other bill, the City shall give written notice of the disputed portion to the Contractor. Such notice shall identify the disputed portion of the bill, state the amount in dispute and set forth the grounds on which such dispute is based. No City Event of Default shall result from a failure to pay or late payment during any dispute. The Contractor shall give consideration to such dispute and shall advise the City with regard to its position relative thereto within twenty (20) days following receipt of such written notice. Upon final determination (whether by agreement, adjudication or otherwise) of the correct amount, and difference between such correct amount and such full amount shall be added to or subtracted from the statement next submitted to the City after such determination.

Option to Extend Contract

The City may choose to extend the length of the contract up to ten (ten) years after the conclusion of the initial ten or five year term of the contract if all terms and conditions remain unchanged from this contract.

Insurance

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified below and in such form as shall protect the work covered by this Contract, and the City and its employees, agents and official, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operation under this Contract.

Except as otherwise stated, the amounts of such insurance shall be not less than:

(A) For liability for bodily injury, including accidental death:

- a. \$ 1,000,000 for any one person and
- b. \$ 1,000,000 on account of one occurrence and
- c. \$3,000,000 aggregate limit

(B) For liability for property damage:

- a. \$ 1,000,000 on account of anyone occurrence and
- b. \$ 3,000,000 aggregate limit

Extraterritorial clause shall be included

1. WORKER'S COMPENSATION INSURANCE:

- a. As required by the General Laws of the Commonwealth of Massachusetts

2. BODILY INJURY LIABILITY INSURANCE COVERING THE OPERATION OF ALL MOTOR VEHICLES OWNED BY THE CONTRACTOR AND VEHICLES NOT OWNED BY THE CONTRACTOR, WHILE SUCH VEHICLES ARE BEING OPERATED IN CONNECTION WITH THE PROSECUTION OF THE WORK UNDER THIS CONTRACT:

a. In the amounts required in (B) above.

3. PROPERTY DAMAGE LIABILITY INSURANCE COVERING THE OPERATION OF ALL MOTOR VEHICLES OWNED BY THE CONTRACTOR AND VEHICLES NOT OWNED BY THE CONTRACTOR WHILE SUCH VEHICLES ARE BEING OPERATED IN CONNECTION WITH PROSECUTION OF THE WORK UNDER THIS CONTRACT:

a. In the amounts required in (B) above.

4. CONTRACTUAL LIABILITY INSURANCE COVERING THE LIABILITY ASSUMED BY THE CONTRACTOR:

a. In the amounts required under (A) and (B) above.

5. OWNER'S PROTECTIVE INSURANCE SECURED BY THE CONTRACTOR ON BEHALF OF THE CITY WHICH WILL DIRECTLY PROTECT THE CITY/ AND OR ITS EMPLOYEES, AGENTS, AND OFFICERS FROM LIABILITY FOR BODILY INJURIES, INCLUDING ACCIDENTAL DEATH

a. In the amounts required in (A) above and for PROPERTY DAMAGE:

b. In the amounts required in (B) above

6. The Certificate of Insurance shall include in the description of service the following language verbatim: "the City of Waltham is a named additional insured for General Liability as required by contract"

All policies shall be so written that the City will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the City before operations are begun. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the municipality or its officers for or employees or for damage to his trucks or equipment arising out of work contemplated by this Contract. The certificate of insurance shall be delivered to the City at least fifty (50) days prior to each renewal year that this Contract is in force and effect. Failure to provide insurance requirements shall be cause to terminate this contract.

All insurance required by this Contract shall be obtained from insurance companies that are duly licensed or authorized in the Commonwealth of Massachusetts to issue insurance policies for the limits and coverage's so required.

Indemnification

The Contractor hereby agrees to indemnify and hold harmless the City of Waltham as well as any and all of its agents and employees, in their individual and official capacities, as well as any other persons or entities associated with the City of Waltham arising from, or in connection with operations under this Contract. The Contractor further agrees to indemnify and hold harmless the City of Waltham from any and all claims, complaints, causes of action, grievances, suits, demands, liens, controversies,

lawsuits, liabilities, proceedings, whether of a civil or criminal nature, or any other legal or equitable matter seeking damages, compensation, benefits, costs, expenses, including court costs and attorney fees, reimbursement, or any other legal or equitable relief arising from, or in connection with operations under this Contract. The Contractor covenants and agrees to hold the City and its employees, agents and official harmless from and against any and all loss or damage due to claims for personal injury and/or property damage.

Other Conditions

Not to Assign or Subcontract

The Contractor shall give his personal attention constantly to the faithful performance of the work, shall keep the same under his personal control and shall not assign, by power of attorney or otherwise, nor subcontract the work or any part thereof, without the previous written consent of the City, and shall not, either legally or equitably assign any of the moneys payable under this Contract, or his claim thereto, unless, by and with the like consent of the City.

Contract Compliance

It is understood and agreed that because the public health and convenience of the City is involved in the performance of the Contract, performance reasonably satisfactory to the City includes meticulous attention to every detail in the Contract documents.

Force Majeure

“Force Majeure” means any event or condition having a material adverse effect upon the Contractor’s or the City’s ability to perform pursuant to the Contract if such event or condition is beyond the reasonable control and not the result of willful or negligent action or lack of reasonable diligence of the parties relying thereon as justification for not performing any obligation or complying with any condition required of such party under this Contract. “Force Majeure” events or conditions may include but are not restricted to events of the following kinds: and act of God, an act of war, insurrection, riot or civil disturbance, fire, explosion, flood, epidemics, unusually severe and extraordinary weather conditions, acts of government or regulatory authorities, and acts of terrorism which affect, impact or impede the Contractor’s or the City’s operations.

In the event of a Force Majeure, the nonperforming party shall not be deemed to have violated its obligations under the Contract and the time for performance of any obligation shall be extended by a period of time reasonably necessary to overcome the adverse effects of the Force Majeure event or condition. This provision shall not relieve the non-performing party from using all reasonable efforts to overcome or remove such Force Majeure event as soon as legally possible, or from providing prompt notice to the other party of the Force Majeure event or condition. Such notice shall disclose the nature of the Force Majeure event or condition and the estimated length of delay.

Labor Disputes

In the event of nonperformance of the Contractor due to labor disputes for a period of more than five (5) working days, the City shall have the right to perform the services, or temporarily procure services of other contractors. The Contractor shall reimburse the City for all costs associated with procuring

such temporary collection services until such time as the labor dispute is resolved and the Contractor resumes the regular schedule.

Termination for Improper Performance/Events of and Remedies for Default

The City reserves the right to terminate this contract at any time, upon ten days written notice to the Contractor, for any reason. In addition, the City may terminate the contract for any of the conditions listed below:

Contract Events of Default

- a. Failure of the Contractor to perform any of its obligations, covenants or agreements under this Contract and the continuance of such failure for fifteen (15) days after written notice thereof from the City to the Contractor; provided however, that such default is not susceptible to cure within such fifteen (15) days and if the Contractor commences diligently to cure such default promptly after receipt of notice thereof from the City, such period of fifteen (15) days shall be extended to a period of time necessary to cure such default with all due diligence, but in no event shall such period exceed a total of thirty (30) days .
- b. The Contractor becomes “insolvent” defined as follows; if the Contractor makes an assignment for the benefit of creditors; is adjudicated a bankrupt; or admits in writing its inability generally to pay its debts as they become due.
- c. A trustee, custodian or receiver of the Contractor’s business, or any substantial portion of the Contractor’s assets, is appointed by or at the behest of the Contractor, or, if appointed in a proceeding brought against the Contractor, the Contractor approves of, consents to, or acquiesces in such appointments or such trustee or receiver is not discharged within ninety (90) days.
- d. Any proceedings involving the Contractor are commenced by or against the Contractor under bankruptcy or reorganization, arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, or, if such proceedings are instituted against the Contractor, the Contractor approves of, consents to, or acquiesces in such proceedings or such proceedings are not dismissed within ninety (90) days.
- e. Any representation or warranty made by the Contractor is not true in any material respect as the date of the issuance or making thereof contained in this Contract, the bid for this Contract, or any other document or instrument executed in connection herewith.
- f. The death, dissolution, or termination of existence of the Contractor.

The City’s Liability

The City’s liability under this Contract shall be limited **only** to the payments due hereunder. In no event shall a City be liable for any additional amounts, including without limitation, any indirect, special or consequential damages.

Protection Against Liability

The Contractor acknowledges and agrees that he is responsible as an independent Contractor for all operations under this Contract and for all acts of employees and agents hereunder, and agrees that he will indemnify, exonerate and hold harmless the City and its officers, boards, employees, agents and officials, from and against any and all loss, damage, cost, charge, expense and claim, which may be made against it or them to which it or they may be subject by reason of any alleged act, action, neglect, omission or default of the part of the Contractor or any of their agents or employees and will pay promptly on demand all costs and expenses of the investigation and defense thereof, including attorneys' fees and expenses incurred by the City.

If any such claim is made, the City may retain out of any payments, then or thereafter due to the Contractor, or a sufficient amount to protect it completely against such claim, costs, and expenses. In any event that the City shall be sued or become subject to administrative action because the Contractor has failed to properly transport, process or dispose of the City's trash or recyclable material, full restitution will be made to the City for all expenses, fees, fines or other costs or charges incurred.

Licenses and Permits

The Contractor shall obtain and pay for all licenses and permits necessary for disposing of solid waste material.

Laws and Regulations

This Contract shall be considered to incorporate by reference all applicable Federal, State and Local laws and rules and regulations of all authorities having jurisdiction over collection, transportation and disposal of solid waste and recyclable material, as though such provisions were set forth in full therein. The Contractor shall keep fully informed of all Federal, State and Local laws, and municipal ordinances, bylaws and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and of all such orders and decrees or bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Contract for this work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall immediately report the same to the City in writing.

The Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees and shall protect and indemnify the specific City, its officers, agents, boards and employees, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, by the Contractor, his agents or employees. Any additional cost caused by noncompliance to any applicable law or regulation shall be borne solely by the Contractor.

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.

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.

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)

Compliance

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 Authorization.....	_____
• Certificate of Insurance (showing all limits of WC &GL).....	_____
• Three (3) References.....	_____
• 5% Bid Bond or Certified Check.....	_____
• Debarment Certificate	_____

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) Date

(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 Date

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 seal, 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 _____ Today's Date _____

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 Purchasing Agent 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 _____

BID PRICE FORM

My Company proposes the following all inclusive price to provide the services described within this bid document.

\$: _____ Per ton per year for a 5 year term

Price in words: _____

\$: _____ Per ton per year for a 10 year term

Price in words: _____

My company recognizes receipt of addenda # __, __, __, __, __, __, __, __, __, __.



Company Name: _____

Authorized Signature: _____

Print Name: _____

E-Mail Address: _____

Date: _____

