

TOWN OF HANSON REQUEST FOR PROPOSALS



Loading, Transporting and Off-Site Management of Leaf and Yard Wastes

LEGAL NOTICE
TOWN OF HANSON
Request for Proposals
Loading, Transporting and Off-Site Management of Leaf and Yard Wastes

The Town of Hanson, through its Board of Health, seeks proposals from local Contractors and/or Other Interested and Qualified Parties to load, transport and otherwise manage and/or process leaf and yard wastes collected at the Hanson Transfer Station at a properly licensed or permitted off-site location.

The Town-owned parcel of land is the site of the Hanson Solid Waste Transfer Station located at 201 Franklin Street in Hanson, Massachusetts and is shown on Assessors Map 45 as Lot 9A, and contains +/- 3.84 acres.

Request for Proposals packages and bid documents may be obtained at the office of the Board of Selectmen, Hanson Town Hall, 542 Liberty Street, Hanson, MA 02341, Monday through Thursday, between the hours of 8:00 A.M. and 5:00 P.M., by calling (781) 293-2131 or by request to mes@hanson-ma.gov. Inquiries relative to this Request for Proposals should be directed to Mr. René J. Read, Town Administrator at the number listed above.

Pursuant to M.G.L. c. 30B, § 16, sealed proposals must be received no later than Monday, November 28, 2011 at 11:00 a.m., at the Office of the Board of Selectmen, Hanson Town Hall, 542 Liberty Street, Hanson, MA 02341, at which time all proposals will be opened and publicly read. Bids received after the specified time will not be considered and faxed bid proposals will not be accepted. Delivery of bid proposals will be at the expense of the proposer. Any and all damages that may occur due to packaging, shipping or timely arrival will be the sole responsibility of the bidder. The Town of Hanson reserves the right to reject any bids if deemed to be in the best interest of the Town. All bids will be taken under consideration for award of contract at a later date. All proposals will remain in effect for a period of one hundred twenty (120) calendar days from the deadline for submission, or until this RFP is cancelled, whichever occurs first.

The Town will award the bid, if at all, to the proposer whose proposal is deemed by the Town to be the most advantageous, taking into consideration the amount offered and the evaluation criteria stated in this RFP. The Town reserves the right to waive any informalities in the proposals, and to reject any and all proposals if it is deemed to be in the best interests of the Town to do so.

Proposers must clearly identify on the outside of the envelope (in which the proposal must be sealed) the following information: ““LEAF AND YARD WASTE MANAGEMENT PROPOSAL,” along with the proposer’s name and address. Include one original and four (4) additional copies of the proposal in the sealed envelope. If sent by mail, the sealed envelope shall be enclosed in a separate envelope.

The Town is an equal opportunity employer. Minority Business Enterprises (MBE) and Woman’s Business Enterprises (WBE), certified by the Commonwealth of Massachusetts, are encouraged to submit a proposal.

Mr. Rene’ J. Read
Town Administrator

Hanson Express
November 10, 2011

TOWN OF HANSON

Loading, Transporting and Off-Site Management of Leaf and Yard Wastes

Hanson Solid Waste Transfer Station
201 Franklin Street, Massachusetts

I. General Information

The Town of Hanson, through its Board of Health, seeks proposals from local Contractors and/or Other Interested and Qualified Parties to load, transport and otherwise manage and/or process leaf and yard wastes collected at the Hanson Transfer Station at a properly licensed or permitted off-site location.

For purposes of this project, leaf and yard wastes are defined as follows:

“Leaves, brush and branches less than two inches in diameter, twigs and grass clippings free of any contaminants such as trash, plastic bags, metal or any non-compostable material. Leaf and yard waste will not include stumps, firewood or any branches above 2” in diameter. No plastic bags will be permitted.”

The successful Respondent (hereinafter referred to as “Contractor”) will be required to execute a contract in substantial conformance with the terms outlined herein. It is anticipated that such contract will be executed within one week after Notice of Award and that off-site management of leaf and yard wastes will be initiated as soon as practicable thereafter. The Town reserves the right to reject any or all proposals, to waive any informality in the proposals, and to award a contract in a manner that best serves the interests of the Town.

II. Scope of Services

The duties of the Contractor shall include periodic loading, transportation and off-site management of leaf and yard wastes collected at the Town’s Transfer Station located at 201 Franklin Street, Hanson, Massachusetts. The frequency of pickup will vary during the drop-off period established by the Board of Health. It is currently proposed to permit Town Residents to drop off leaf and yard wastes in the fall (October 1st through December 1st) and in the spring (April 1st through June 1st).

Contractor is required to load and transfer accumulated yard and leaf wastes from the collection area delineated on the attached site plan a minimum of once every per week during the fall and once every two weeks during the spring of each contract year. More frequent pick-ups may be necessary if the capacity of the collection area at the Transfer Station is exceeded. Contractor pick-up times will be restricted to the following times:

- Monday afternoon between 2:00 PM and 3:00 PM
- Thursday afternoon between 2:00 PM and 3:00 PM

Please note, these pick-up times may be amended following consultation with and agreement by the Transfer Station employee(s) overseeing the operation of the facility.

While it is anticipated that several thousand cubic yards of leaf and yard wastes will be available annually, the Town does not guarantee or warrant that any particular volume of leaf and yard waste will be available at any point in time. Furthermore, the successful Respondent (Contractor) will not be permitted to remove any existing compost that currently exists at the site. The Contractor will only be responsible for the off-site management of leaf and yard waste delivered to the site after November 1, 2011.

By submitting a Proposal, Contractor expressly acknowledges and agrees that he/she is solely responsible for performance of all services under this contract and, to the full extent permitted by law, agrees to indemnify and hold harmless the Town of Hanson, including its Agents and Employees, from any and all activities performed by Contractor under this project.

III. Term of Contract

The term of the contract will be three (3) years, with up to two (2) one-year options. The unit rate negotiated in the base contract shall be valid for a period of three years. Cost adjustments to the contract, if any, will be negotiated prior to execution of any options.

IV. Respondent (Contractor) Requirements

Respondent must be an individual, corporation, partnership, sole proprietorship, joint venture, or other entity engaged in the commercial composting practice, or otherwise have some beneficial use for leaf and yard waste, meeting the following requirements:

1. Incorporated to work in the Commonwealth of Massachusetts and/or have a minimum of three years of successful experience in operation of a commercial compost facility.
2. Independent of the Town of Hanson and its municipal employees.
3. Must maintain sufficient equipment and staff to perform the work required under the contract.
4. Must have prior to signing of the contract:
 - a. Comprehensive general liability insurance of \$500,000 bodily injury and property damage liability, combined single limit with a \$1,000,000 annual aggregate limit. **The Town must be named as an "Additional Insured"**.
 - b. Workers' Compensation insurance in accordance with applicable state laws.

V. Existing Site Conditions

Respondents are encouraged to visit the Transfer Station site to familiarize themselves with the pertinent local conditions such as location, character and accessibility of the site, availability of facilities, location and character of the leaf and yard waste collection area, site conditions, etc.

VI. Guidelines For Respondents

A contract will be awarded only to responsive and responsible offerers. In order to qualify as responsive and responsible, a prospective proposer must show proof that they meet the following standards as they relate to this Request for Proposal:

- a. Have adequate financial resources for performance.
- b. Have the necessary experience, organization, technical qualifications, skills and facilities.
- c. Be able to comply with the requirements of this RFP.
- d. Provide all documentation required of this proposal.

VII. Proposal Submission Requirements

1. Three (3) copies of the complete proposal shall be submitted no later than Monday, November 28, 2011 at 11:00 AM. Proposals must be submitted to and addressed as follows:

**Town of Hanson – Office of the Town Administrator
542 Liberty Street
Hanson, MA 02341**

2. Proposals should be submitted in a sealed envelope clearly marked on the outside as follows:

“LEAF AND YARD WASTE MANAGEMENT PROPOSAL”

3. Complete proposals must include the following:
 - a. A cover letter indicating that Respondent is responding to the Town of Hanson’s RFP. Other items outlined in the cover letter include:
 1. Respondent’s name, address, telephone number, fax number, and email address.
 2. A brief description of Respondent’s ability to perform the services outlined in the scope of services section of this RFP.
 3. A statement that all terms and conditions contained in the proposal is valid for 30 days from the proposal closing date.

The letter must be signed by a representative who is authorized to contractually obligate the proposer or consortium of proposers.

- b. A list of the names and locations for all public projects for which the applicant performed services within the last five years. Such list shall include the name, address and phone number for a contact person for the Owner for each project.
- c. A description of Respondent’s qualifications and relevant experience to provide the subject services, including the proposed off-site management location and a brief description of the beneficial use of the leaf and yard wastes.
- d. Completed forms included as Attachment A, each signed by a person authorized to sign on behalf of the Respondent, including the certificate of tax compliance, a non-collusion certificate, and a completed proposal form.

VIII. Selection Process

Proposals will be reviewed and ranked using the following selection criteria:

- Demonstrated ability to meet the criteria set forth in this RFP;
- Evidence of successful past performance on projects similar to the subject project; and
- Highest unit price (fee per cubic yard) submitted for off-site management of leaf and yard wastes.

The Town of Hanson reserves the right to waive any informality in the proposal.

VIII. General and Special Provisions

1. The Town reserves the right to reject any and all proposals, waive informalities, and to recommend the award of a contract as may be in the best interest of the Town.
2. All proposals, materials, documents, etc. submitted in conjunction with the selection process shall become the property of the Town and may be disposed of without notification and shall be considered public information.
3. The Respondent selected by the Town shall be expected to comply with all applicable federal, state and local laws and regulations in the performance of service.
4. Prospective Respondents must direct any questions regarding this Request for Proposals to:

Mr. Rene' J. Read, Town Administrator
Town of Hanson
542 Liberty Street
Hanson, MA 02341
Email: rread@HANSON-MA.gov
Tel: 781-293-2131

All inquiries must be made by email or in writing. Responses, if required, will be sent to all prospective respondents of record via email. Inquiries received later than five business days before the deadline for the receipt of proposals will not be considered.

TOWN OF HANSON
TOWN HALL - 542 LIBERTY STREET
HANSON, MA 02341
Telephone # (781) 293-2131

TAX COMPLIANCE CERTIFICATION

Chapter 233 (Sections 35 and 36) of the Acts and Resolves of 1983, enacted the Revenue Enforcement and Protection Program effective July 1, 1983. One aspect of the law requires providers of goods and/or services to attest under the penalty of perjury, that he/she is in compliance with the laws of the Commonwealth of Massachusetts relating to taxes.

To comply with this requirement, YOU MUST SIGN THE FORM BELOW AND RETURN IT WITH YOUR PROPOSAL. ANY PERSON FAILING TO SIGN THE ATTESTATION CLAUSE SHALL NOT BE ALLOWED TO OBTAIN, RENEW OR EXTEND A LICENSE, PERMIT OR CONTRACT.

Pursuant to M.G.L. ch. 62 § 49A, I certify under the penalties of perjury that I, 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.

(Company)

(Federal Identification/Social Security #)

(Address)

(Town)

(State)

(Zip)

(Authorized Signature)

(Title)

(Print Name - Authorized Signer)

(Date Signed)

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.

Signature of individual submitting bid or proposal

Name of business

PROPOSAL PRICE

**Project: Town of Hanson - Transfer Station
 Leaf and Yard Wastes Management Project
 201 Franklin Street
 Hanson, Massachusetts**

In consideration of the use of leaf and yard wastes collected by the Town of Hanson at its Transfer Station located at 201 Franklin Street, Hanson, Massachusetts, for commercial composting operations or other beneficial use thereof, Respondent hereby agrees to pay to the Town of Hanson, the sum of:

Amount in Numbers: \$ _____ per Cubic Yard*

Amount in Words: _____ Dollars and _____ Cents/Cubic Yard

***Note:** The basis for measurement shall be the volume of loosely compacted leaf and yard wastes in transport vehicles leaving the site. It is anticipated that for each transport vehicle proposed for use by Contractor, the Town and Contractor will agree upon the cubic yard measurement for a full load of leaf and yard wastes and that will be used as a basis for payment.

Each load leaving the site must be logged in with the Transfer Station Attendant. Payment shall be made within two weeks after receipt of an invoice from the Town indicating the volume of leaf and yard wastes transported from the site, as documented by the Transfer Station attendant.

Any disputed quantities shall be notified by Contractor to the Board of Health within ten working days after receipt of a disputed invoice from the Town, by good faith negotiation between Contractor and the Board of Health.