BID AND AWARD
(Materials and Supplies)
BHA Bid No. 1530-01

Bid Title: **Solid Waste Container Rental and Disposal Services**

Opening Date: **12-4-17**  
Time: **11:00 AM**

- [ ] Bid Deposit Required  
- [x] Bid Deposit Not Required

### BID

The undersigned offers and agrees, if this bid be accepted within sixty (60) days from the date of bid opening, to furnish and deliver all items upon which prices are herein quoted in compliance with all terms, conditions and requirements specified in this bid solicitation. The undersigned certifies under penalties of perjury that this bid or proposal is in all respect bona fide, fair and without collusion or fraud with any other person. By executing this Contract, the Contractor under the pains and penalties of perjury, makes all certifications required by law and certifies that it shall comply with the following requirements: that the Contractor is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards, including obtaining requisite licenses, permits and resources for performance; that the Contractor and its subcontractors are not currently debarred; that the Contractor has reviewed the General Conditions for Procurement Contracts (including hyperlinks), Special Conditions for Term Contracts, Bid Form and Technical Specifications, and Instructions to Bidders; that the terms of this Contract shall survive its termination for the purpose of resolving any claim, dispute or other Contract action, or for effectuating any and all representations, warranties and guarantees made or supplied by the Contractor or its subcontractors.; The Contractor further agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached to this Contract or incorporated by reference herein, including the following requirements: all relevant Massachusetts state and federal laws, regulations, Executive Orders, treaties, the General Conditions for Procurement Contracts, Special Conditions for Term Contracts, Bid Form and Technical Specifications, and Instructions to Bidders, the Request for Proposals (RFP) or solicitation/Invitation for Bids, the Contractor’s response to the RFP or solicitation (if applicable), and any additional stipulated provisions. As used in this certification, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

**Authorized Signature**

Robert J. Previoso, VP

**Printed Name, Title**

**377 Third St, Everett, MA 02149**

**Address**

**Date**

12-4-17

**Fax Number**

617-389-9656

**Phone Number**

joe@dbiwaste.comastbiz.net

**Email Address**

DBI Waste Systems, Inc.

Bidder’s Name

Robert J. Previoso

Contract Manager

Any changes to the official printed language of this form shall be void. The official form or document of record shall be the form posted on Comm-Pass or COMMBUYS for the solicitation.
1. Sealed bids will be received by the Purchasing Department, Boston Housing Authority until the date and time specified above, at which time they will be publicly opened and read aloud. All interested parties are invited to be present.
2. It is bidder's sole responsibility to ensure timely delivery of the bid. Late bids will not be considered and will be returned unopened.
3. All bids shall be submitted in the envelope provided or in a sealed, opaque envelope bearing the bidder's return address, clearly marked with the words "Bid Documents" and designating the bid title, date, and time set for bid opening.

INSTRUCTIONS FOR COMPLETING THE BID AND AWARD CONTRACT FORM:

AUTHORIZED SIGNATURE: Authorization Signature of Contracting Entity (Individual or Firm) as it appears on Contractor Authorized Signature Verification Form

PRINTED NAME, TITLE: Name and Title of person signing the Contract.

BIDDER'S NAME: Enter the full legal name of the Contractor's business as it appears on the Contractor's W-9 Form. If Contractor also has a “doing business as” name, both the legal name and the “d/b/a” name must appear in this section.

PHONE/FAX/E-MAIL ADDRESS: Identify the phone, fax number(s) and electronic mail (e-mail) address of the Contract Manager.

BUSINESS MAILING ADDRESS: Enter the address (Street Address, City, State, and Zip code) where all correspondence to the Contract Manager must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Contractor's Contract Manager (with confirmation of actual receipt) through the listed fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

CONTRACT MANAGER: Identify the authorized Contract Manager who will be responsible for managing the Contract.

NOTICE

This procurement and the contract resulting from an award of this procurement are subject to the requirements contained in the following laws and/or regulations unless otherwise indicated: Chapter 30B of the Massachusetts General Laws and Title 24, Section 85.36 of the Code of Federal Regulations.

To Be Completed by BHA:

AWARD

AWARD DATE: 2/12/2017 CONTRACT TERM

FROM 12/12/2017 TO 12/12/2019

CONTRACT AMOUNT: $254,800.00

Accepted as to items numbered:

Sections 1 & 2

Boston Housing Authority

By: William E. McGonagle
Administrator

Any changes to the official printed language of this form shall be void. The official form or document of record shall be the form posted on Comm-Pass or COMMBUYS for the solicitation.
Boston Housing Authority
Bid Form - 1530-01

Bid Title: SOLID WASTE CONTAINER RENTAL AND DISPOSAL
Bid Opening: December 4, 2017
Time: 11:00 A.M.

Section 1 - Household Waste

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>20 or 30 cu. yd. containers, as needed including delivery, location, removal and disposal as specified herein.</td>
<td>600</td>
<td>$25.00</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

Grand Total: $165,000.00

Section 2 - Construction Waste

<table>
<thead>
<tr>
<th>Item Nos.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>30 cu. yd. containers as needed including delivery, location, removal and disposal as specified herein.</td>
<td>200</td>
<td>$42.00</td>
<td>$8,400.00</td>
</tr>
<tr>
<td>2.</td>
<td>Relocation Charge</td>
<td>20</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Grand Total: $8,400.00

BIDDER’S CHECKLIST

The following required documents have been completed and are submitted herewith.

☑ Cover Sheet (Bid and Award)
☑ Bid Form
☑ Bid Deposit (if required)
☑ Representations and Certifications of Bidders (HUD Form 5369-A)
☑ Corporate Certificate (if a Corporation)
☑ Reap Certificate
☑ W-9 Form, Verification of Taxation Reporting Information

NOTE: Bidders are cautioned to be sure their bids are submitted complete with all attachments. Failure to submit any required document WITH THE BID will be grounds for rejection of the bid without further review.
SPECIAL CONDITIONS
SOLID WASTE CONTAINER RENTAL & DISPOSAL

BID SECTION 1 - HOUSEHOLD WASTE CONTAINERS

1. Bidder shall propose a flat rate unit price to furnish, deliver, and locate 20 or 30 cu. yd. roll off containers on an as needed basis at various locations throughout the City of Boston. Unit price bid shall include removal of containers and legal disposal of its contents regardless of volume or weight within the container. The average weight of household waste containers utilized by this Authority is 3 tons (6,000 lbs.) per unit.

BID SECTION 2 - CONSTRUCTION WASTE CONTAINERS

1. Bidder shall propose a flat rate unit price to furnish, deliver and locate 30 cu. yd. roll off containers on an as needed basis at various locations throughout the City of Boston. Unit price bid shall include removal of containers and legal disposal of its contents regardless of volume or weight within the container. Containers will be filled with primarily demolition waste from Authority building renovation operations.

2. Bidder shall propose a flat rate unit price to furnish, relocate a previously delivered 30 cu. yd. roll off container on an as needed basis within the same general development location. Relocation requests typically involve moving the container as a result of a construction crew moving their operations within the same housing development.

GENERAL REQUIREMENTS

1. Containers must be delivered and set in place in the location designated by the Authority within forty-eight (48) hours of notification. Containers must be removed from the site within twenty-four (24) hours of notification, or at the discretion of the Authority, on a pre-arranged date, to be scheduled when placement is requested.

2. The term of the Contract awarded will be for period of two (2) years from date of award. The quantity of containers and relocations shown on the bid form is an estimate only of the Authority’s requirements during the Contract term. The Authority may request any, all, or none of the containers specified or may increase the quantity specified in accordance with its actual requirements. The dollar value of the contract may, with bidder’s consent, be increased by an amount not to exceed ten percent of the original Contract total.

3. Each Section of the Bid Form will be considered separately for contract award. The Authority may award a contract for any Section independently pending evaluation and award of other Sections. All bids for any Section may be rejected in their entirety without prejudice to the Authority’s right to award other Sections of the bid. Bidders must quote on every item within a Section. Failure to do so may be grounds for rejection of the bid for that Section.
Solid Waste Disposal
Container Rental & Disposal

TECHNICAL SPECIFICATIONS

1. CONTAINERS

Shall be of the type commonly used by the City of Boston, as built by Burman Iron Works, Boston, MA or approved equal.

A. CONDITION OF CONTAINERS UPON DELIVERY - All containers shall, when delivered, be clean and in first class condition with all lids, hinges, moving parts, and the like in excellent condition. All containers shall be sound, free from major dents or damage. The Contractor shall promptly remove and replace, without further cost to the Authority and without charge of rental, any container which BHA determines is not in satisfactory condition at the time of delivery. This removal and replacement must take place within forty-eight (48) hours of written notification by the Authority.

B. DAMAGE OF CONTAINERS - The Contractor shall bear the cost of any defect, damage, vandalism, and wear and tear occurring to the containers. The Authority and its employees will take reasonable precautions to protect the contractor's equipment from damage, normal wear and tear excepted.

C. TITLE - Title to containers supplied by the Contractor shall remain with the Contractor. The authority may, in its discretion, post such notice on the containers as it deems necessary to identify them and/or to prohibit illegal parking in the area of the containers. Each container must be identified with a number or letter combination, to indicate its size. I.D. No. to be used when communicating to specify its position.

2. 20 & 30 YARD ROLL-OFF CONTAINERS

A. The Contractor shall furnish, deliver to the designated site, locate container as directed by the site manager or maintenance supervisor, and when requested remove the full container from the site.

B. The cost bid for 20 or 30 yard containers shall be all inclusive for initial delivery through legal disposal of the container contents.

C. The average weight of material within the 20-30 yard containers provided for Bid Section No. 1 shall be approximately three (3) tons (6000 Lbs.). Containers used for disposal of fill or construction materials shall not be included in this bid section. Construction materials are included in Bid Section No. 2 and will be priced and awarded separately. Containers supplied for Bid Section No. 2 shall be 30 cu. yd. containers only.

D. Containers shall be delivered and removed within 48 hours of notification (during normal working days).

E. Containers shall be in serviceable condition with fully operational barn type doors. Containers shall be located as directed but with caution so as not to cause damage to the surface or area surrounding its placement. If in the opinion of the delivery driver the recommended replacement would cause damage or
Solid Waste Disposal
Container Rental & Disposal

present a traffic or fire hazard the driver shall immediately bring this issue to the attention of the site
manager or maintenance supervisor for further instruction.

F. The delivery driver, upon placing an empty container at any site, shall obtain a signature from the site
manager attesting that the container was delivered in a timely manner and located as directed.

3. INJURY TO PROPERTY

The Contractor shall assume all responsibility for damages to public or private property arising directly or
indirectly from his performance of the work required hereunder and shall exert his best efforts to protect against such
damage. If any public or private property is damaged through the fault of the contractor, he shall promptly repair in
a good workmanlike manner the same at his own cost and expense.

4. PAYMENTS

A. RENTAL SERVICES - All charges for the delivery, removal and rental of containers shall be included in
the bid price; said price shall be for the term of this agreement and the Authority will not honor any request
for an increase of said charge whatsoever. The contractor shall bill the Authority monthly by submitting an
invoice to the Authority for the charges pertaining to the supplying of containers for that month. The
invoice shall list individually the location, size and monthly charge for each unit.

5. CONTRACT TIME

Service shall commence at the time stipulated in the Proceed Order to the Contractor. The Contract shall be a
term of twenty-four (24) months.