

REQUEST FOR PROPOSAL:
MUNICIPAL SOLID WASTE AND RECYCLING SERVICES



TOWN OF SHUTESBURY, MA

February 1, 2012

LEGAL NOTICE

REQUEST FOR PROPOSAL (RFP):

MUNICIPAL SOLID WASTE AND RECYCLING SERVICES

Town of Shutesbury, MA

The Town of Shutesbury, acting by and through its Selectboard, will accept proposals from qualified parties to provide municipal solid waste and recycling services.

Proposal documents may be examined and/or obtained from the Town Administrator, Town of Shutesbury, Town Hall, One Cooleyville Road, Shutesbury MA (413-259-1214) during regular business hours. Documents may also be downloaded online from <http://www.shutesbury.org/recycling>.

Proposals will be received at the Town of Shutesbury, P.O. Box 276, Shutesbury, MA 01072, or delivered to the Town Administrator's Office in Town Hall prior to the deadline of 3:00 p.m. on Thursday, March 1, 2012. Late proposals will be rejected.

Each proposal shall be submitted in an envelope labeled 'SHUTESBURY RFP: SOLID WASTE & RECYCLING SERVICES' and shall consist of two parts: a Technical Proposal and a Price Proposal. Nine (9) hard copies and one (1) electronic copy (MS-Word format on a CD or thumb drive) of the Technical Proposal shall be submitted in a sealed envelope labeled 'SHUTESBURY RFP: SOLID WASTE & RECYCLING SERVICES TECHNICAL PROPOSAL.' Three (3) hard copies of the Price Proposal shall be submitted in a sealed envelope labeled 'SHUTESBURY RFP: SOLID WASTE & RECYCLING SERVICES PRICE PROPOSAL.' Received proposals will be publically logged immediately following the proposal deadline. Logging will take place in the first floor meeting room at Shutesbury Town Hall. The content of all proposals will be considered confidential until the Contract has been awarded.

A **MANDATORY pre-proposal conference** is scheduled for Wednesday, February 15, 2012 at 3:00 p.m. in the first floor meeting room at Shutesbury Town Hall, One Cooleyville Road, Shutesbury, MA 01072. All vendors interested in submitting a proposal must attend the pre-proposal conference. Proposals received from vendors who have not had a representative register on the attendance list at the pre-proposal conference will not be considered.

A Proposal Deposit shall be supplied by the proposer, payable to the Town in the amount of five (5) percent of the total proposal price. The Proposal Deposit should be included in the Technical Proposal in the form of a proposal bond, certified check, treasurer's check, or cashiers check. Prevailing Wage Rates, as determined by the Department of Labor Standards under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27F, as amended, apply to this service. Upon Contract Award, a 100% performance bond in the full amount of the Contract price for the first year will be required of the successful proposer for the Town.

Per Massachusetts General Laws, Chapter 30B, §1(b)(30), a Contract for the collection, transportation, receipt, processing, or disposal of solid waste, recyclable or compostable materials, is exempt from the public bid laws of the Commonwealth of Massachusetts. Nothing in this RFP shall require that the Town take the lowest price proposal. Instead, the Town 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 value to be provided. Because this service is exempt from the bidding laws, the Town is free to negotiate price and terms with whatever firms it chooses, in whatever manner it believes is best suited to

the Town's needs. All firms responding to this Request for Proposal must clearly understand that this is not a formal bid process pursuant to the legalities of M.G.L. Chapter 30B. The Town is utilizing this format in order for all interested firms to provide a proposal based on equal footing so that a more direct comparison can be made between all proposals.

The Town of Shutesbury, acting through its Awarding Authorities, reserves the right to reject any or all proposals, waive minor informalities, and to award the contract to one or more vendors in the best interest of the Town.

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REQUEST FOR PROPOSAL

MUNICIPAL SOLID WASTE AND RECYCLING SERVICES for the Town of Shutesbury, MA

The Town of Shutesbury, acting by and through its Selectboard, will accept proposals from qualified parties for providing a five-year curbside program to collect and transport all solid waste and recyclables for the Town. The Contract would begin on or after July 1, 2012 and end June 30, 2017.

Proposal documents are included as part of this RFP packet. They may also be obtained from the Town Administrator, Town of Shutesbury, Town Hall, One Cooleyville Road, Shutesbury MA (413-259-1214) during regular business hours or downloaded online from http://www.shutesbury.org/select_board.

Proposals may be made for each of the following types of collection, but at a minimum for Options 1A and 1B.

Option #1A: Weekly one-day collection and transport of solid waste and recyclables from approximately 850 residential customers as well as from municipal facilities. The Town's mandatory waste reduction Pay As You Throw (PAYT) program requires that all residential curbside trash be placed in official Town of Shutesbury bags. Solid waste material will be delivered to Covanta Energy in Agawam and recyclable materials will be delivered to the Materials Recycling Facility (MRF) in Springfield.

Option #1B: Provision of roll-offs for the Town's two Bulky Waste Days per year (first Saturdays in June and in October). Over the past two years the Town has had two 40- CY roll-offs for waste and one for metal. In addition there may be other goods like electronics, white goods, CFCs, propane tanks and other items meeting the waste bans that will be collected at this event.

Option #2: Alternate Proposal for all the services in Option #1 will be considered. Any proposal that would help reduce costs and provide efficient collection of trash and recyclable materials will be considered.

A **MANDATORY Pre-Proposal Conference** is scheduled for 3:00 p.m. on Wednesday, February 15, 2012 in the first floor meeting room, Shutesbury Town Hall, One Cooleyville Road, Shutesbury, MA 01072. All vendors interested in submitting a proposal must attend the pre-proposal conference. Proposals received from vendors who have not had a representative sign in on the attendance sheet at the Pre-Proposal Conference will not be considered.

Deadline for receipt of proposals is 3:00 p.m on Thursday, March 1, 2012. Proposals will be received at the Town of Shutesbury, P.O. Box 276, Shutesbury, MA 01072, or delivered to the Town Administrator's Office in Town Hall prior to the deadline of 3:00 p.m. on Thursday, March 1, 2012. Late proposals will be rejected.

Each proposal shall be submitted in an envelope labeled 'SHUTESBURY RFP: SOLID WASTE & RECYCLING SERVICES' and shall consist of two parts: a Technical Proposal and a Price Proposal. Nine (9) hard copies and one (1) electronic copy (MS-Word format on a CD or thumb drive) of the Technical Proposal shall be submitted in a sealed envelope labeled 'SHUTESBURY RFP: SOLID

WASTE & RECYCLING SERVICES TECHNICAL PROPOSAL.’ Three (3) hard copies of the Price Proposal shall be submitted in a sealed envelope labeled ‘SHUTESBURY RFP: SOLID WASTE & RECYCLING SERVICES PRICE PROPOSAL.’ Received proposals will be publically logged immediately following the proposal deadline. Logging will take place in the first floor meeting room at Shutesbury Town Hall. The content of all proposals will be considered confidential until the Contract has been awarded.

A Proposal Deposit shall be supplied by the proposer, payable to the Town in the amount of five (5) percent of the total proposal price. The Proposal Deposit should be included in the Technical Proposal in the form of a proposal bond, certified check, treasurer’s check, or cashiers check. Prevailing Wage Rates, as determined by the Department of Labor Standards under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27F, as amended, apply to this service. Upon Contract Award, a 100% performance bond in the full amount of the Contract price for the first year will be required of the successful proposer for the Town.

The winning Contractor shall be required to show proof of insurance and list the Town of Shutesbury as an additional insured. All vehicles must meet state requirements and be designed to prevent items from flying out of the vehicle when in motion. The Contractor shall be responsible for clean up of materials that are blown or dropped from the vehicle and items that are scattered due to improper handling by Contractor staff.

The Town’s current contract for disposal of trash and recyclables will expire during the expected life of this Contract. If designation of disposal site or any other Contract terms regarding disposal of either trash or recyclables changes as a result of a new Contract, the parties will agree to re-negotiate affected terms of this Contract in good faith.

Per Massachusetts General Laws, Chapter 30B, §1(b)(30), a Contract for the collection, transport, receipt, processing, or disposal of solid waste, recyclable or compostable materials, is exempt from the public bid laws of the Commonwealth of Massachusetts. Nothing in this RFP shall require that the Town take the proposal with the lowest price. Instead, the Town 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 value to be provided. Because this service is exempt from the bidding laws, the Town is free to negotiate price and terms with whatever firms it chooses and in whatever manner it believes is best suited to the Town's needs. All firms responding to this Request for Proposal must clearly understand that this is not a formal bid process pursuant to the legalities of M.G.L. Chapter 30B. The Town is utilizing this format in order for all interested firms to provide a proposal based on equal footing so that a more direct comparison can be made between all proposals.

The Town of Shutesbury, acting through its Awarding Authorities, reserves the right to reject any or all proposals, waive minor informalities, and to award the contract to one or more vendors in the best interest of the Town.

General Instructions to Proposer

- A. Read this entire package. It includes the Request For Proposal (RFP), General Specifications, information pertinent to Town collections, Proposer's submission forms, Contract, and Town contract forms.
- B. Come to the Town and drive the roads.
- C. Review Prevailing Wage sheets and other pertinent information [Appendices A-D, pgs. 29-32]
- D. Complete the Price Proposal Submission Forms [Attachment 1, pgs. 15-18 (Company Information sheet, Checklist of Contents, and Price Proposal Submission Form (making sure that prices are stated both in written and numeric form) and add these documents: evidence of ability to obtain a 100% performance bond, bank reference, and financial statement.
- E. Complete the Technical Proposal Submission Forms [Attachment 2, pgs. 19-24] (Company Information sheet, Checklist of Contents, Signed Certification of Taxes and Non-Collusion Statement, and Contractor Qualification Questionnaire) and add this document: evidence of insurance, citing the Town of Shutesbury as an additional insured.
- F. Prior to sealing your proposal packet, do a final check to make sure that you have:
 1. Clearly labeled the Price Proposal and Technical Proposal envelopes.
 2. Included the Proposal Deposit in the Technical Proposal.
- G. Prior to mailing, verify that:
 1. The mailing address is correct.
 2. The mailing of your proposal has time to meet the deadline.
 3. The outer envelope is clearly marked "Solid Waste and Recycling Services".
 4. Your company name is in the upper left hand corner and has the correct return address.

Proposal Evaluation Process

Technical Proposals will be evaluated and scored. Following completion of the Technical Proposal scoring, Price Proposals will be evaluated and scored. The Town will then select the proposal that provides the lowest cost consistent with good performance and service, and is in compliance with federal, state and local laws, rules and regulations. **These proposals are not governed under Massachusetts General Laws Chapter 30B, and as such, the Town reserves the right to negotiate pricing and terms after the proposals have been received.**

Consideration and acceptance of all proposals shall be based on the ability of the Contractor to meet the specifications set forth in the terms, conditions, and specifications of this RFP and Contract documents.

The Town, in considering each Proposal, shall, prior to any determination and a subsequent award, investigate and evaluate the Contractor using the following criteria (not in priority order):

- Price;
- Prior experience in contracts of similar scope;
- Completeness of the Proposal;
- Ability to provide customer satisfaction;

Good luck, and thank you for participating.

GENERAL SPECIFICATIONS FOR COLLECTION OF SOLID WASTE AND RECYCLING, TOWN OF SHUTESBURY

1.0 General Information

The Town of Shutesbury, acting by and through its Selectboard, will accept proposals from qualified parties for providing a five-year curbside program to collect and transport all recyclable materials and solid waste. All recyclable materials as defined by the current state regulations shall be transported to the Materials Recycling Facility (MRF) in Springfield, and all solid waste shall be transported to the Covanta Energy location in Agawam, unless otherwise authorized by the Selectboard.

1.1 Historical Information

The Town of Shutesbury has a population of approximately 1,771 people and 850 households. These households are scattered over approximately 42 road miles. Shutesbury is soliciting proposals for a Contractor to collect solid waste and recyclables from resident households as well as from municipal facilities at least once per week. Solid waste and recyclables from municipal facilities are being collected in barrels or totes as needed (no dumpsters are currently being used). Solid waste is currently collected one day each week; recycling materials are collected every week, alternating between paper and containers each week. These weekly collections would be the minimum required.

1.2 Bulky Waste Day

The Town holds two Bulky Waste Days per year (first Saturdays in June and October). Over the past two years the Town has had two 40-cu-yd roll-offs for waste and one for metal. In addition there may be other goods like electronics, white goods, CFC's, propane tanks and other items that meet the waste bans that will be collected at this event. Provision of roll-offs is to be proposed as part of the Request for Proposal (Option #1B).

1.3 Volume of Materials For Disposal

During the past two years, the Town averaged approximately 99 tons of containers, 94 tons of paper, and 334 tons of solid waste per year. Solid waste shall be taken to the Covanta Energy facility and recyclables shall be taken to the Springfield MRF. Changes in either location shall result in a renegotiation of fees based on difference in mileage and time.

1.4 Roads

Approximately 22 miles of Shutesbury's 42.5 road miles are narrow gravel roads. Any Proposer should travel each road in determining a proposal. If the Proposer believes that any road is not accessible to its vehicles, the Proposer shall list those roads on the proposal documents, and indicate the alternative method of solid waste and recycling collection for these roadways. Failure to do so is a guarantee to the Town that all households will receive curbside collection weekly.

2.0 Materials To Be Collected

2.1 Solid Waste Collection

The Contractor shall provide for the weekly collection of solid waste from all residential households as well as from municipal facilities in compliance with all applicable state and local laws, regulations, and waste bans.

All residential solid waste collected in Shutesbury must be placed in official Town Of Shutesbury yellow Pay As You Throw (PAYT) bags. Residents may also place rimless tires at the curbside for disposal with a PAYT bag looped through and tied.

2.2 Materials Excluded from Solid Waste Collection

The Contractor shall not pick up the following as part of the residential solid waste stream:

- Banned Waste Materials as specified by MassDEP 310 CMR 19.107 (with the exception of tires: see Clause 2.1 above);
- Construction, building materials, and demolition debris, including asphalt, brick, concrete, cement and gravel, or metal, including materials left by building contractors, building renovation, or repair work.;
- Leaf and yard waste, sod, landscaping, tree debris, and tree stumps;
- Automobile parts, or batteries, engines, doors, body pieces, etc. (with the exception of tires:- see Clause 2.1 above);
- Cathode Ray Tubes (CRTs) – TVs, computer monitors;
- Visible recyclables such as cardboard, paper, plastic and/or glass containers, metal materials (in conformance with Clause 2.3);
- Appliances, White Goods, or Freon-containing products;
- Hazardous Waste.

2.3 Recyclable Materials Collection

The Contractor shall provide for the weekly dual stream collection of recyclable materials from all residential dwellings and municipal facilities within the Town of Shutesbury in compliance with all applicable state and local laws, regulations, and waste bans.

Subject to change per MRF regulations, collection of recyclable materials shall include:

Co-Mingled containers

- Glass bottles and jars of all colors
- Aluminum, tin/steel cans and lids, and aluminum foil products
- Milk and juice cartons (tent top), drink boxes
- Plastic bottles, jars, and tubs

Mixed Paper

Newspapers, advertisement inserts, magazines, telephone books, paperback books, books (hard cover removed), catalogues, junk mail, white/colored office paper, brown paper bags, boxboard & corrugated cardboard.

3.0 General Provisions

3.1 It is preferred that town-wide collection of solid waste and recyclables be done on the same day, but the Town will consider different collection days for different sections of town. If a sectional procedure is followed, solid waste and recyclables shall be collected on the same day for each section. The proposer shall include a map showing sections proposed and days of pickup. In all cases the time for pickup shall be between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday.

The collection route shall be established by the Contractor and approved by the Town Administrator. The Contractor shall submit proposed map revisions to the Town Administrator for approval. The submitted map shall include, or shall be accompanied by, a written statement describing the start point, the street sequence, and the end point for each daily collection route,.

Any deviation from routes and schedules made by the Contractor must receive prior approval of the Town Administrator. Printed and electronic copies of route maps must be provided to the Town Administrator at least one month prior to the beginning of this Contract.

Throughout the life of the Contract, the Contractor is expected to service households in more or less the same order each week. It is the Contractor's responsibility to return for any missed pickups if materials were missed due to change in time of collection that was not approved by the Town Administrator.

The Town holds two Bulky Waste Days per year (first Saturday in June and first Saturday in October). Over the past two years the Town has had two 40-CY roll-offs for waste and one for metal. In addition, other items that may be collected at this event include electronics, white goods, CFC's, propane tanks and other items that meet the waste bans.

3.2 A calendar of Contractor holidays will be provided by the Contractor to the Town Administrator and Coordinator of the Recycling and Solid Waste Committee before July 1 of each contract year. If any holiday results in a change to the Town's standing collection schedule, the calendar shall make clear the new collection day for each holiday. (See Appendix C, pg. 31 for a calendar showing scheduled holidays during the Contract period.)

3.3 The Town of Shutesbury has adopted a Pay As You Throw (PAYT) bag program. This requires that all residential solid waste placed on the curbside for collection must be placed in official yellow Town of Shutesbury trash bags. The hauler is responsible for enforcing this program and should not take for collection any solid waste not placed in an official Town of Shutesbury bag.

3.4 The Contractor shall carefully handle and thoroughly empty all containers. Emptied containers shall not be placed in front of mailboxes, on paved portions of roadways, or blocking driveways. Empty trash containers shall be left in an upright position in the approximate place where found. Containers shall not be bent, thrown or otherwise abused. Under no circumstances are waste barrels/receptacles or their covers to be thrown or allowed to roll out into the street. Any type of container found in a rack, cart, or enclosure of any kind shall be returned upright to it with covers placed on the container. Empty recycling containers shall be left upside down in the approximate place where found with any covers or lids placed on the ground next to the container.

3.5 Materials collected under the terms of the Contract shall be deposited and removed in collection equipment approved as set forth in Clause 4.0.

3.6 The Contractor shall agree to furnish and provide his own labor, all his own equipment, and any other items necessary to collect and dispose of all materials under the terms of the Contract.

3.7 The Town of Shutesbury has adopted a mandatory recycling ordinance. The Contractor will be required to give close supervision to employees who are actually collecting to assure that visible recyclables have been separated and that the correct recyclable material for a particular week is being collected. Containers with un-separated materials or incorrect recycled materials for that week are to be

left, and a rejection notice shall be left explaining why materials were not collected. If the hauler leaves a valid rejection notice, the Town will stand behind that notice and will not require the hauler to return to that location at the end of the collection day. The notice left for rejected materials shall be drafted by the Contractor, approved by the Town Administrator (TA), and provided by the Contractor to his drivers for distribution. (See Appendix C for a sample Rejection Notice.) At the end of each collection day, all addresses that received rejection notices shall be reported to the TA.

3.8 Under no circumstance shall the Contractor co-mingle collected recyclable materials with solid waste.

3.9 There will be no limit to the amount of recyclable materials collected from the curbside from residential units and municipal facilities.

3.10 The Contractor's equipment must be capable of lifting full containers (toters, dumpsters, etc.) utilized at all municipal facilities.

3.11 The Contractor shall comply with any and all directions that may be given from time to time by the Town Administrator regarding changes in routing, order of collections, type and care of vehicles and equipment, and such matters as the Town Administrator may deem advisable for the improvement of the solid waste or recyclable materials collection.

3.12 All customer complaints to the Contractor shall be resolved within a reasonable time. If the complaint needs immediate attention (e.g., a missed pickup), the Contractor shall resolve the issue by the end of the regular collection day, or by noon of the next day. Less time-sensitive complaints shall be reported by e-mail to the Town Administer at least weekly. The Contractor shall provide a record of all complaints and indicate the disposition of each such complaint. The report shall show the day and hour on which the complaint was received, the nature of the complaint, who initiated the complaint as well as the day and hour and manner in which the complaint was resolved.

3.13 The Contractor is responsible for cleaning up any spillage from a trash bag the hauler has handled.

3.14 The Contractor shall maintain weekly communication with the TA and shall hold at least one meeting with the Recycling and Solid Waste Committee (RSWC) each year.

4.0 Collection Vehicles

4.1 The Contractor shall be responsible for providing, maintaining, and repairing all vehicles and equipment necessary to safely, adequately, efficiently, and effectively perform the obligations of this Contract.

Upon execution of this Contract and every year thereafter, and upon the addition or deletion of any vehicle and/or equipment, the Contractor shall provide the TA with a complete list of all equipment utilized by the Contractor to provide the services included in this Contract. At a minimum, the list shall document the following:

- * Vehicle identification number
- * Make, Model and Year
- * Primary or backup
- * Payload capacity
- * Registration number
- * Date of purchase or initial lease
- * Years in service

All collection vehicles shall be adequately insured in accordance with the requirements detailed in Clause 15 below.

4.2 All equipment must meet established Massachusetts and Federal truck safety requirements as well as requirements for noise and air pollution (emission) levels. Similarly, all drivers shall be CDL certified, as applicable, to drive the type vehicle used.

4.3 The Town Administrator reserves the right to inspect and pass on the acceptability of any piece of equipment for its serviceability.

4.4 The successful Proposer will be required to have a sufficient number of vehicles for use exclusively on collection days in Shutesbury. If the successful Proposer owns other collection vehicles that operate in the vicinity of or within the Town, a system of distinguishable identification for each dedicated vehicle will be required as determined by the TA.

4.5 Litter prevention and spill clean up

The Contractor shall equip, operate and maintain all vehicles and equipment in a manner to prevent any uncontrolled or unintentional release of any contents, including but not limited to blowing or spillage. If, at any time during collection and transport, solid waste or recyclable materials are spilled onto a street, sidewalk, or private property, the hauler shall a) clean up such materials and place all in the collection vehicle before proceeding to the next stop on the collection route, or b) promptly make other necessary arrangements for the immediate clean up of spilled solid waste or recyclable materials.

4.6 The Contractor shall notify the Town Administrator within 30 minutes of any accident involving injury or damage to private or public property.

4.7 During the hours of collection, the Contractor shall maintain a telephone line whereby the public may contact the Contractor's office, toll free, from the Town regarding collection complaints. Furthermore, the dispatcher receiving these complaints shall have direct communications, within the limits of the Town's terrain, with all vehicles performing collection activities so that complaints can be resolved in a timely manner (see Clause 3.12 above). After normal collection hours, the Contractor shall maintain a service to take complaints and provide information to the public regarding collection delays and other problems associated with collection. An answering machine can be used provided that the notifications to the public are updated and responses to complaints are handled in a timely manner.

5.0 Fuel Adjustment

During the life of this Contract, so long as vehicles are fueled by gasoline or diesel, payments may be made to reflect changes in the price of the fuel.

5.1 Frequency of adjustments:

Fuel-based Contract payment adjustments are to be made semi-annually, effective on January 1 and July 1 during the Contract term.

5.2 Price and usage bases

5.2.1 The price for all fuel adjustments will be determined from the monthly diesel fuel price reported by the Massachusetts Department of Transportation (MassDOT) on the fuel price adjustment pages of their website: <http://www.mhd.state.ma.us/default.asp?pgid=content/fuelPrices&sid=about>.

5.2.2 Fuel-based payment adjustments are to be based on the increase or decrease of fuel cost from the base price. However, no such fuel adjustment will be made either up or down when the six month average price per MassDOT falls within a twenty-five cent (\$0.25) margin above or below the established baseline cost. When the average price exceeds the twenty five cent margin either above or below the base price, the payment adjustment will only be based on the difference per gallon in excess of the twenty five cent margin.

5.2.3 The baseline price will be the average of the April, May, and June 2012 prices for diesel fuel as reported on the MassDOT website.

5.2.4 The Contractor shall report to the Town Administrator the actual fuel usage for the waste collection and recycle collection vehicles for each of the months of August, September, and October 2012. The average of these three months' usage shall be deemed to be the usage basis for the balance of this Contract. Fuel used for vehicle transportation from garage facilities into the town shall not be included in this usage determination. The Town Administrator shall have the right to audit the fuel usage claim.

5.3 Payment Adjustments

Payments will be made retroactively to reflect fuel prices during each six month period that this Contract is in effect. Beginning on January 1, 2013 and on each July 1st and January 1st thereafter (or within two weeks of the date that the prior month's fuel price is posted on the MassDOT website), the parties will calculate a payment adjustment for the prior six month period. Any payment adjustment will be reflected in the next month's Town payment to the Contractor.

5.4 Payment Formulation

A payment adjustment will be made semi-annually (every six months) to reflect any change in fuel cost. The amount of payment adjustment will be calculated by multiplying the volume of fuel used during the six month period (as established in section 5.2.4) by the amount that the average of the reported price of diesel fuel for the prior six months (as reported by the MassDOT website) exceeds a twenty-five cent margin above or below the base price. (See Appendix A, pg. 29, for examples of fuel adjustment calculation.)

6.0 Disposal Sites, Tipping Fees, & Weigh Slips

6.1 All municipal solid waste collected under section 2.1 shall be transported to Covanta Energy in Agawam, MA during the period of the Contract, unless otherwise specified by the Town Administrator. The normal hours of operation for Covanta Energy are from 7:00 a.m. until 6:00 p.m., Monday through Friday, and from 7:00 a.m. until 3:00 p.m. on Saturdays. Should this facility be closed (for maintenance, etc.), wastes will be diverted to an alternate location as required by Covanta Energy.

The Town will assume all Tipping Fees associated with the disposal of Municipal Solid Waste collected under Clause 1.3 above.

6.2 All recyclable materials collected under Clause 2.3 above, including recyclables collected from municipal facilities, shall be transported to Western Massachusetts Materials Recycling Facility (MRF) in Springfield, MA during the period of the Contract unless otherwise specified by the Town Administrator.

Any remuneration for recyclable materials collected under Clause 2.3 will be made to the Town.

6.3 Weigh slips shall be turned in to the TA or TA designee with each invoice for payment. The weigh slips shall provide weights for each delivered load of solid waste and of recyclables during the invoice period. The Town reserves the right to spot check the Contractor’s load during normal business hours to ensure that solid waste is limited to the Town of Shutesbury and that the Town is receiving full credit for its recyclables.

6.4 The Town's contracts for disposal of solid waste at Covanta Energy (Agawam) and disposal of recyclables at the MRF (Springfield) will expire during the expected life of this Contract. If designation of disposal site or any other contract terms regarding disposal of either solid waste or recyclables changes as a result of a new Contract, the parties will agree to re-negotiate affected terms of this Contract in good faith.

6.5 The Contractor will assume all responsibility and indemnify and hold the Town harmless for all illegal disposal of the material collected.

7.0 Quality of Work

7.1 All work shall be done to the entire satisfaction of the Town Administrator. The Town may withhold or, on the account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of;

- a) defective service; or
- b) claims filed in reasonable evidence indicating public filing of claims by other parties against the Contractor: or
- c) failure of the Contractor to make payments for equipment or labor; or
- d) personal injury or property damage to public or private property; or
- e) termination of any performance or other bonds.

7.2 Failure to comply with any of the specifications or provisions of the Contract shall be deemed sufficient cause for the Selectboard's immediate termination of the Contract.

7.3 Penalties Related to Performance: The Contractor is expected to provide a high level of service. Repeated failure to perform may result in the following penalties, but every effort to resolve performance issues will be exhausted prior to imposing penalties.

7.3 Penalties Related to Performance	
Failure to immediately pick up materials spilled during collection	<i>\$25 per occurrence</i>
Failure to promptly pick up waste spilled during haul in Town or outside Town boundaries if the TA receives a complaint of such spill	<i>\$50 per occurrence</i>
Mishandling of Solid Waste or Recycling containers	<i>\$25 per occurrence</i>
Failure to leave a rejection notice on material that is unacceptable	<i>\$25 per occurrence</i>
Accepting as trash materials not in approved PAYT bag	<i>\$25 per occurrence</i>
Failure to place waste barrels / receptacles in an upright position at approximately the same location upon emptying or failure to place recyclable material containers upside-down at approximately the same location upon emptying	<i>\$25 per occurrence</i>
Placement of barrels, recyclable material bins or lids such that they obstruct roads, driveways or mailboxes	<i>\$25 per occurrence</i>
Following notice of complaint, failure to collect waste from a specific location on the same day as the regular collection route or by 9:00	<i>\$25 per occurrence</i>

a.m. of the following day, if so authorized by the TA	
Disposing of as trash, those recyclable materials appropriately set out for recyclable material	<i>\$50 per occurrence \$1,000 per truckload</i>
Continued violation of traffic laws, ordinance or regulation during collection and haul after written notice to correct from the TA	<i>\$50 per occurrence</i>
Failure to maintain direct voice links between the dispatcher and with lead trash and recyclable materials drivers as well as their supervisor within the limits of the terrain	<i>\$50 per occurrence</i>
Co-mingling materials collected under this Contract with materials not collected under this Contract, even if the Town will not be billed, unless authorized by the TA to do so	<i>\$500 per occurrence</i>
Delivering any waste other than as described in this Contract to disposal sites that will be billed to the Town without prior authorization from the TA	<i>\$1,000 per ton</i>
Use of unmarked or uninspected collection vehicles	<i>\$100 per occurrence</i>
Failure to submit weigh slips with monthly invoice	<i>\$ 50 per missing slip</i>
Submitting weigh slips for materials not collected through this Contract	<i>\$1,000 per occurrence</i>
All damages referred to above may be deducted by the Town from any payment then or thereafter due to the contractor.	

8.0 Compliance With Laws

8.1 The Contractor shall comply with applicable laws, by-laws, and codes of the local, state and federal governments.

8.2 A Contract award will require the Contractor to report and provide prevailing wage rates to applicable employees rendering service under this Contract, where Prevailing Wage Rates are as determined by the Department of Labor Standards under the provisions of the Massachusetts General Laws, Chapter 149, Section 27. (For the prevailing wages applicable to this proposal, see Appendix D, pg. 32). The Contractor shall maintain current Certified Payrolls, and make them available to the TA upon request.

8.3 This Contract shall be deemed to have been delivered in the Commonwealth of Massachusetts and for all purposes shall be governed by and construed in accordance with the local laws of said Commonwealth without regard to said Commonwealth's conflict of laws and rules.

8.4 The drivers are responsible for monitoring loads and rejecting pick ups that are not within the state and Town guidelines. The Contractor will provide all drivers with a checklist, developed by the Recycling and Solid Waste Committee, to assist in determining what can and cannot be picked up as solid waste and/or recyclables. The Contractor will provide rejection notices for each vehicle to be used whenever a pick up is rejected. The driver or Contractor designee shall contact the Town Administrator, providing address and reason for rejection, whenever a pick up is rejected. If the hauler leaves a valid rejection notice, the Town will stand behind that notice and will not require the hauler to return to that location at the end of the collection day.

8.5 The Town of Shutesbury takes pride in its clean roads and expects the Contractor to minimize scatter of solid waste and recyclables. In the event the Town determines that litter is a result of the Contractor's improper handling, the Contractor will be notified by phone and given 24 hours to clean up the area. After 24 hours, the Town shall have the right to hire a company or individual to clean up the area and to deduct

that cost from the Contractor's next invoice payment. Penalties Related to Performance will also apply per Clause 7.3.

8.6 If the Town Administrator determines that a portion of the route has been missed, it will be the Contractor's responsibility to return and finish the route within 24 hours of notification by phone. After 24 hours, the Town shall have the right to hire a company or individual to pick up the missed portion and to deduct that cost from the Contractor's next invoice payment.

9.0 Effective Date

The Contract shall be effective upon the execution of the Notice to Proceed and shall extend to June 30, 2017.

10.0 Non-Discrimination

The Contractor shall not discriminate against any person because of race, age, handicap, sex, creed, color, religion, national origin, ancestry, sexual orientation, or gender identification.

11.0 Indemnity

The Contractor shall indemnify, save harmless and exempt the Town, its officers, agents and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, and attorney's fees incident to any work done in performance of this Contract by act or omission by the Contractor, its officers, agents and employees. If this is a multi-year Contract, Contractor will be responsible for providing updated certificates of insurance, and an "additional insured endorsement" so naming the Town, or an ISO Blanket Endorsement to the Town on or before the renewal date of the Contract. Failure to provide the same shall be a breach of the agreement, and the Town may, notwithstanding any other terms of the Contract, cancel same without providing advance notice.

12.0 Availability of Funds

If at any time the Town fails to appropriate sufficient funds for performance of the Town's obligations under the Contract, the obligations of the parties under the Contract shall terminate as to any period of time for which sufficient funds have not been appropriated.

13.0 Basis of Payment

The charges shall not exceed the rate fixed by the Contract Documents.

14.0 Licenses and Taxes

The Contractor shall obtain all licenses and permits (other than the license or permit granted by the Contract) and promptly pay all taxes required by the Town.

15.0 Insurance:

At all times during the Contract period, the Contractor shall maintain in full force and effect Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of the Indemnity paragraph (Clause 11.0). All insurance shall be by insurers and for policy limits acceptable to the Town. Before commencement of work under this Contract, the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material

change in policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

The Town of Shutesbury shall be named as an additional insured under the liability and automobile insurance. The general liability insurance policy shall contain a Broad Form General Liability endorsement.

16.0 Performance Bond

The Contractor shall be obligated to provide the Town with a Performance Bond in the amount of one hundred percent (100%) of the first-year proposal price. The Bond shall be submitted to the Town prior to Contract execution. Premium for the Bond shall be paid for by the Contractor and shall be good for the length of the Contract.

17.0 Termination

17.1 The Town may terminate this Contract with cause by providing the Contractor with five (5) days written notice in the following instances:

- a) If the Contractor abandons its work under this Contract, or if for any reason, the time completion of such work is rendered improbable, unfeasible, impossible or illegal; or
- b) If the Contractor violates any of the terms of this Contract; or
- c) If the Town determines that the Contractor is not satisfactorily fulfilling its obligations under this Contract or that the objectives of the Scope of Work are not being achieved; or
- d) If errors in procurement or wage rate laws/regulations of the Commonwealth, whether said errors were made by the Contractor or the Town, are found to exist by an agency of the Commonwealth or by any court competent jurisdiction, this Contract shall become null and void, and the Town shall not be

responsible for payment of any fees, invoices, charges, or other remunerations except as ordered by a court of competent jurisdiction.

17.2 In the event of suspension, the Town will set forth the specific grounds for the suspension, any actions the Contractor could take to correct the problem or situation, and a stated period of time for the Contractor to comply with the corrections required. Failure to correct the problem or situation that necessitated the suspension within the stated period of time shall be grounds for termination.

17.3 The Town shall have the right to terminate this Contract without cause upon thirty (30) days notice to the Contractor and all preceding paragraphs herein shall be applicable to this termination.

18.0 Notices

Any and all notices or other communications required or permitted by this Contract or by law to be served or given to either the Town or the Contractor by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal services when sent by U.S. mail, first-class, postage prepaid, addressed to the Town at the Selectboard Office, Town Hall, Shutesbury 01072, or to the Contractor's regular place of business.

19.0 Conflict of Interests

Each party shall adhere to the provisions of Massachusetts General Laws, Chapter 268A, with respect to the Conduct of Public Employees. In addition, no member, officer, or employee or either party, or its designees, or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter (or such longer period as may be provided in Chapter 268A of the Massachusetts General Laws), shall have any interest in any Contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Each party shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest, pursuant to the purposes of this subsection.

20.0 Transferability of Contract

No assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the Town, which consent shall not be unreasonably denied. In the event of any assignment, the Assignee shall assume the liability and duties of the Contractor, but said assignment shall in no way relieve the Contractor's liabilities or duties pursuant to the Contract.

21.0 Modifications

No modifications, waiver or change shall be made in the terms and conditions of this Contract except as may be mutually agreed upon in writing by all parties hereto and as may be permitted by Massachusetts General Laws Chapter 30B.

22.0 Entire Understanding

This Contract, together with all documents included by reference pursuant to the Contract Documents, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

ATTACHMENT 1

PRICE PROPOSAL SUBMISSION FORM

(To be submitted in sealed envelope labeled
"SHUTESBURY RFP: SOLID WASTE & RECYCLING SERVICES PRICE PROPOSAL")

This Proposal will be considered subject to appropriation. The right is reserved to reject any and all proposals. Unit prices to remain firm throughout the Contract term.

COMPANY INFORMATION

Company Name:
Name of Proposer:
Address:
Town, State / Zip:
Telephone / Fax:
Email:
Signature:
Print Name and Title:
Date:

PRICE PROPOSAL CONTENT:

Have you provided the Price Proposal information as requested? YES____ NO____

- Evidence of ability to obtain a 100% performance bond.
- Bank Reference
- Financial Statements
- Completed and signed Price Proposal Submission Form

Price Proposal: Three (3) hard copies shall be provided in a sealed envelope labeled "SHUTESBURY RFP: SOLID WASTE & RECYCLING, PRICE PROPOSAL"

The following prices shall include all costs, use of equipment, labor, all indirect and direct expenses associated with providing municipal collection of solid waste and recyclable materials as detailed in the attached specification.

PROPOSAL PRICING

Option #1A: Required proposal option: Weekly one-day collection and transport of solid waste and recyclables from approximately 850 residential customers as well as from municipal facilities. The Town’s mandatory Pay As You Throw (PAYT) waste reduction program requires that all residential curbside trash be placed in official Town of Shutesbury bags. Solid waste material will be delivered to Covanta Energy in Agawam and recyclable materials will be delivered to the Materials Recycling Facility (MRF) in Springfield.

Year 1 (July 1, 2012 –June 30, 2013) \$ _____ total amount per year
Total amount per year written in words:

Year 2 (July 1, 2013 –June 30, 2014) \$ _____ total amount per year
Total amount per year written in words:

Year 3 (July 1, 2014 -June 30, 2015) \$ _____ total amount per year
Total amount per year written in words:

Year 4 (July 1, 2015 –June 30, 2016) \$ _____ total amount per year
Total amount per year written in words:

Year 5 (July 1, 2016 –June 30, 2017) \$ _____ total amount per year
Total amount per year written in words:

Total Amount For Option 1A for Five Years: \$ _____
Total amount for all five years written in words:



Option #1B: Provision of roll-offs for the Town's two Bulky Waste Days per year (first Saturdays in June and in October). Over the past two years the Town has had two 40- CY roll-offs for waste and one for metal. In addition there may be other goods like electronics, white goods, CFCs, propane tanks and

other items meeting the waste bans that will be collected at this event.

Roll-off Prices: (to include roll-off rental and transportation to an agreed upon destination.)

Container size	2013	2014	2015	2016	2017
30 cubic yards					
40 cubic yards					
96 gallon toters					

=====

Option #2: Alternate proposals for the collection and transportation of Municipal Solid Waste and Recyclable Materials will be considered. Any proposal that would help reduce costs and provide efficient trash and recycling collection service will be considered.

Year 1 (July 1, 2012 –June 30, 2013) \$ _____ total amount per year
 Total amount per year written in words:

Year 2 (July 1, 2013 –June 30, 2014) \$ _____ total amount per year
 Total amount per year written in words:

Year 3 (July 1, 2014 -June 30, 2015) \$ _____ total amount per year
 Total amount per year written in words:

Year 4 (July 1, 2015 –June 30, 2016) \$ _____ total amount per year
 Total amount per year written in words:

Year 5 (July 1, 2016 –June 30, 2017) \$ _____ total amount per year
 Total amount per year written in words:

Total Amount For Option 1B for Five Years: \$ _____
 Total amount for all five years written in words:

=====

Option #3: Collection and processing of white goods, bulky items, and cathode ray tubes (CRTs) via direct arrangement by and invoicing to residents.

We would be willing to offer a service whereby Town residents can contact our firm for pick-up of white goods, bulky items, and cathode ray tubes with direct billing to the household:

Yes No



- A. The undersigned agrees that, if selected as Contractor, a Contract will be executed in accordance with the terms of the RFP within thirty (30) days after receipt of the Notice of Intent to Award from the Selectboard.
- B. The proposer declares that the Contract Documents have been carefully examined and that this proposal is made according to the provisions and under the terms of the Contract documents.
- C. The undersigned further certifies under the penalty of perjury that this proposal is in all respects *bona fide*, fair, and made without collusion or fraud with any natural person, joint venture, partnership, corporation, or other business or legal entity. The undersigned further certifies under the penalty of perjury that all taxes (federal, state, and local) have been paid in full.

Date: _____

By: _____

Signature

General Bidder

Business address

Title

City, state, and zip

ATTACHMENT 2

TECHNICAL PROPOSAL SUBMISSION FORMS

COMPANY INFORMATION

Company Name:
Name of Proposer:
Address:
Town, State / Zip:
Telephone / Fax:
Email:
Signature:
Print Name and Title:
Date:

TECHNICAL PROPOSAL CONTENT:

Have you provided the Technical Proposal information as requested? **YES**____ **NO**____

- One Proposal Deposit in the amount of 5% of the Proposal Price
- Signed Certification of Payment of Taxes and Non-Collusion Statement
- Contractor Qualification and Program Description Questionnaire
- Evidence of insurance

Technical Proposal: Nine (9) paper copies and one (1) electronic copy shall be provided in a sealed envelope labeled ‘TOWN OF SHUTESBURY RFP: SOLID WASTE & RECYCLING SERVICES TECHNICAL PROPOSAL’

ACKNOWLEDGEMENT OF ADDENDA

The Bidder acknowledges receipt of the following addenda (if any):

_____, _____, _____, _____, _____,

CERTIFICATION OF PAYMENT OF TAXES

(To be submitted as part of the Technical Proposal)

Pursuant to M.G.L. Ch. 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 to employees and Contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification Number

Signature of Individual or Corporate Name

Corporate Officer (if applicable)

NON-COLLUSION STATEMENT: CONTRACTOR'S CERTIFICATION

(To be submitted as part of the Technical Proposal)

Any person submitting a Bid or a Proposal for the procurement or disposal of supplies and services to any governmental body shall certify in writing, on the Bid or Proposal, as follows:

"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.

(Name of person signing bid or proposal)

(Title)

(Name of business)

CONTRACTOR QUALIFICATION AND PROGRAM DESCRIPTION
QUESTIONNAIRE

(To be submitted as part of the Technical Proposal)

CONTRACTOR: _____

ADDRESS: _____

TELEPHONE CONTACT: _____

E-MAIL CONTACT: _____ WEB SITE: _____

Please complete all questions below. Expand the space provided for answers as necessary. If separate pages are attached, please indicate the question number prior to the information.

A. COMPANY INFORMATION

A1. Where is your company headquartered (City and State)? _____

A2. Please list the officers and principles of your company

Name	Title	Principle State of Residence
-------------	--------------	-------------------------------------

A3. Have any of the principles of your company held positions at any other rubbish hauling company within the past five years? _____
 If so, who, for what company, and what position? _____

A4. What is the experience of the key individuals in your organization that will be doing the collection and removal of solid waste and recyclables in the Town? Include Dispatcher, Operations Manager, Division Manager, Financial Staff, and others as necessary.

NAME	POSITION or OFFICE	YEARS' EXPERIENCE

A5. In what other lines of business do you have a financial interest? _____

B. WORK HISTORY

B1. How many years experience has your organization had in collecting solid waste and recyclables?
 a. As a General Contractor _____

b. As a Sub-Contractor _____

B2. List the municipal solid waste and recycling contracts your organization has in effect as of this date (add separate sheets as necessary).

Client	Location	Class of Work	Percent Complete	Contract Amount

B3. List municipal solid waste and recycling contracts your organization has completed in the past three years (add separate sheets as necessary).

Client	Location	Class of Work	When Completed	Contract Amount

B4. With reference to questions B2 and B3 above, have you ever failed to complete any work awarded to you? _____

If the answer to question B4 was yes, state location and reason for failure to complete. _____

B5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a solid waste or recycling contract?

If so, state name of individual, other organization, and reason:

B6. Has any officer or partner of your organization ever failed to complete a collection of solid waste or recyclables that was contracted in his/her own name? _____

If so, state name of individual, name of owner, and reason: _____

C. CONTRACT INFORMATION AND PROGRAM DESCRIPTION

C1. In what manner have you inspected the Town and all the components of the services to be provided? Explain in detail:

C2. Please provide a detailed description of your plan for providing the proposed collection of solid waste and recyclables to Shutesbury under Options 1 - 3. Include both staffing and equipment utilization. Expand the space provided as necessary or attach separate sheets.

C3. What equipment will you dedicate to Shutesbury's collection service? List both trash and recycling trucks. What equipment will be available as backup in case of breakdowns?

Equipment	Quantity	Description, Size, Capacity	Condition and age of vehicle(s)	Own? Rent/Lease?

C4. Do you intend to provide your own equipment for the proposed collection services?

If no, do you propose to rent or lease the equipment? _____

If renting or leasing, state the reasons for this choice:

C5. Where will the equipment to be used for execution of this Contract be garaged during the life of this Contract?

C6. Please list the name and experience of the individual who will be the Contract Manager.

C7. If you intend to sublet the transportation or perform it through an agent, state the estimated amount of Subcontract or agent's Contract and, if known, the name and address of Subcontract or agent, amount, and type of equipment and financial responsibility.

C8. If you intend to subcontract any portion of this Contract, from which Sub-contractor(s) do you expect to require a bond?

C9. Please describe your method of notifying customers or residents of improper separation of recyclables at the curb (attach examples as applicable):

C10. Please describe your methods of communicating other improper preparation of solid waste and/or recyclables to residents:

C11. Please describe your method of communication with drivers in the field regarding problems, missed stops, or complaints.

I certify that the above information is complete and truthful.

Signed: _____

Name

Date: _____

Title

ATTACHMENT 3

NOTICE OF INTENT TO AWARD

Date: _____, 2012

To: _____

From: Shutesbury Selectboard

Re: Curbside Collection

At its meeting on _____, 2012, the Shutesbury Selectboard acted to award the above described Contract to your company. This letter is to advise you of our intent to enter into a Contract with you.

The Scope of Work of the Contract will be defined as in the Request For Proposal, General Instructions to Proposers, General Specifications, and Contractor's Price Proposal.

The start date of the Contract will be: July 1, 2012

The amount of the Contract will be: \$_____.00 for the first year

The award is contingent on:

1. Your acceptance, without exceptions, of the terms and conditions of the Contract document, including any addenda.
2. Submission of Insurance Certificates as described in Clause 15.0 of the General Specifications.
3. Submission of Performance Bonds (or an equivalent agreed upon by the Town) as described in Clause 16.0 of the General Specifications.
4. Submission of the enclosed Non-Collusion Statement and the Certification of Tax Payment.
5. If the Contractor is a Corporation, Partnership, or joint venture, Resolution of the Board of Directors of the Contractor giving the Contractor's agent the power to sign the Contract and bind the corporation to full performance thereunder.

Please signify your receipt and acceptance of this Letter of Intent by countersigning the copies provided. Retain one copy and return the other copy to this office.

Date Accepted: _____

Contractor

By _____
Duly Authorized Agent

Title

ATTACHMENT 4

CONTRACT

THIS CONTRACT, is made and entered into this ____th day of _____, 2012, by and between the Town of Shutesbury, a Municipal Corporation of Franklin County, Massachusetts (hereinafter called the "Town"), and _____ (hereinafter called the "Contractor").

In consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties as follows:

1. This Contract covers the five-year period from July 1, 2012 to June 30, 2017. The Town reserves the option to extend the Contract for an additional 12 months, or fraction thereof, by written notice to the Contractor six (6) weeks in advance of extension and/or termination. Subject to Annual Town Meeting appropriation, the Town will pay the Contractor the following amounts:

FY13 \$_____ FY14 \$_____ FY15 \$_____ FY16 \$_____ FY17 \$_____

2. The Contractor will provide weekly curbside collection of residential solid waste and recyclables from approximately 850 households plus pickup at municipal facilities.
3. The Contractor will provide and service a minimum of two annual Bulky Waste Day events at the Highway Department yard, held on the first Saturday in June and in October. The rates for these services are defined in the Proposal.
4. The Contractor is hereby granted the license and privilege within the territorial jurisdiction of the Town and shall furnish all personnel, trucks, equipment, tools, materials, supplies, and all other items necessary to perform all of the work called for and described in the Contract Documents.
5. Contract Documents shall include the following documents, and this Contract does expressly incorporate these as part of this Contract:
 - a) The Request For Proposal
 - b) General Instructions to Proposers
 - d) General Specifications
 - c) Certification of Taxes and Non-Collusion Statement
 - e) Statement of the governing body authorizing the work and services contemplated herein
 - f) The Bonds
 - g) This Instrument
 - h) Resolution of the Board of Directors of the Contractor authorizing Contractor's signatory power to sign this Contract and bind the corporation to full performance hereunder
 - i) Insurance Certificates
 - j) The Contractor's Price and Technical Proposals
 - k) Any addendum

6. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
7. If funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the Contract shall be cancelled.
8. This Contract is subject to the following conditions:
 - a) The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in and required by the Contract Documents.
 - b) The Contractor shall not be liable for the failure to wholly perform contracted duties if such failure is caused by catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God, or other similar or different contingency beyond the reasonable control of the Contractor.
 - c) In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not effect the validity or enforceability of any other provision or portion of the Contract Document so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Contract.
 - d) Contractor's faithful performance of all obligations contained herein.
 - e) The Town will pay to the Contractor in the manner and at such times such amounts as set forth in the Contract Documents.
 - f) This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures this _____ day of _____, 2012.

Town of Shutesbury, Massachusetts

By _____
Selectboard Chairman

"Contractor"

By _____

Board Member

Title

Board Member

ATTACHMENT 5
NOTICE TO PROCEED

DATE: _____, 2012

Dear _____

Please accept this notice for _____ to proceed in accordance with the Contract between the Town of Shutesbury and _____, dated _____, 2012.

The work shall be started no later than July 1, 2012 and completed no later than June 30, 2017 (subject to any agreed upon Contract extensions).

I will be your point of contact for this project. If you have any questions, please call me at (413) 259-1214.

Rebecca Torres
Town Administrator

Acceptance of Notice to Proceed

I, _____, representing _____, accept this Notice to Proceed.

Our phone number is (413) 259-1214, email address is townadmin@shutesbury.org, and fax number is (413) 259-1107.

Printed name

Signature

CERTIFICATION OF APPROPRIATION

Pursuant to M.G.L. Ch.44, §31C, I certify that an appropriation in the amount specified in this Contract is available therefor and that the above-signed Town Officers have been authorized to execute this Contract.

Town Accountant

APPENDIX A

Examples of the Fuel Adjustment Calculation

Example 1: Average Diesel Fuel Price Increases by \$0.10 per gallon

Base line Diesel Fuel Price (Apr, May, June, 2010):	\$2.65
Base line <u>monthly</u> fuel usage	
(Average of Aug, Sept, Oct, 2010 usage):	1,100 Gallons
Average diesel fuel price of preceding six months	\$2.75
Price increase (per gallon)	\$0.10
Fuel Adjustment price per gallon:	No fuel adjustment
<u>Six month</u> payment adjustment:	None

Example 2: Average Diesel Fuel Price Increases by \$0.35 per gallon

Base line Diesel Fuel Price (Apr, May, June, 2010):	\$2.65
Base line <u>monthly</u> fuel usage	
(Average of Aug, Sept, Oct, 2010 usage):	1,100 Gallons
Average diesel fuel price of preceding six months	\$3.00
Price increase (per gallon)	\$0.35
Fuel Adjustment price per gallon:	\$0.10
<u>Six month</u> payment adjustment:	
Added payment to Contractor of	\$660.00

Example 3: Average Diesel Fuel Price decreases by \$0.20 per gallon

Base line Diesel Fuel Price (Apr, May, June, 2010):	\$2.65
Base line <u>monthly</u> fuel usage	
(Average of Aug, Sept, Oct, 2010 usage):	1,100 Gallons
Average diesel fuel price of preceding six months	\$2.45
Price decrease (per gallon)	\$0.20
Fuel Adjustment price per gallon:	No fuel adjustment
<u>Six month</u> payment adjustment:	None

Example 4: Average Diesel Fuel Price decreases by \$0.30 per gallon

Base line Diesel Fuel Price (Apr, May, June, 2010):	\$2.65
Base line <u>monthly</u> fuel usage	
(Average of Aug, Sept, Oct, 2010 usage):	1,100 Gallons
Average diesel fuel price of preceding six months	\$2.35
Price increase (per gallon)	\$0.30
Fuel Adjustment price per gallon:	\$0.05
<u>Six month</u> payment adjustment:	
Reduced payment to Contractor of	\$330.00

APPENDIX B

Rejection Notice Example

YOUR TRASH WAS REJECTED BECAUSE:

- Trash was not in a Town of Shutesbury bag OR was in a proper trash bag but bag was not tied.
- The trash bag was located too far from the road.
- Weight of the filled trash bag was greater than 35 pounds.
- Trash had been scattered by animals.
- Tire was left because no trash bag was tied to it.
- Trash contained hazardous or MassDEP-banned materials.
- Trash contained a substantial amount of recyclable materials.
- Other: _____

YOUR RECYCLABLES WERE REJECTED BECAUSE:

- Items were not in a marked recycle bin or container.
- Cardboard was not flattened/folded to 4 feet or less.
- Paper items included soda or beer holders/cartons.
- Container items were larger than 2 gallons.
- Items included plastic bags OR were contained in plastic bags.
- Recyclables contained trash.
- Other: _____

APPENDIX C

Schedule of Holidays

Covanta Energy and the Springfield Municipal Recycling Facility (MRF) are closed for the following holidays during the term of this contract. Neither trash nor recyclables will be collected on these days. Route collection for subsequent days of the week will be delayed by one day.

It is expected that trash and recyclables will be picked up on all other days of the year.

Holiday	2012	2013	2014	2015	2016	2017
New Years' Day		1/01/13	1/01/14	1/01/15	1/01/16	1/01/17
Memorial Day		5/27/13	5/26/14	5/25/15	5/30/16	5/29/17
July 4 th	7/04/12	7/04/13	7/04/14	N/A	7/04/16	
Labor Day	9/03/12	9/02/13	9/01/14	9/07/15	9/05/16	
Thanksgiving Day	11/22/10	11/28/13	11/27/14	11/26/15	11/24/16	
Christmas Day	12/25/12	12/25/13	12/25/14	12/25/15	12/25/16	

N/A: Holiday falls on Saturday or Sunday, a day when trash collection is not scheduled.

APPENDIX D

Prevailing Wage Rates for Shutesbury, MA



DEVAL L. PATRICK
Governor
TIMOTHY F. MURRAY
Lieutenant Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: Town Of Shutesbury
Contract Number: City/Town: SHUTESBURY
Description of Work: Shutesbury has gone out to bid for a 5 year contract for solid waste and recycling hauling for 880 households in the Town of Shutesbury as well as pick up at municipal buildings, church, athletic club
Job Location: 1 Cooleyville Rd, Shutesbury, MA 01072

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Trash and Recycle						
Labourer / Driver (SHUTESBURY)	07/01/2012	\$13.84	\$5.58	\$0.00	0.00	\$19.42
	07/01/2013	\$14.05	\$5.58	\$0.00	0.00	\$19.63
	07/01/2014	\$14.26	\$5.58	\$0.00	0.00	\$19.84
	07/01/2015	\$14.47	\$5.58	\$0.00	0.00	\$20.05
	07/01/2016	\$14.69	\$5.58	\$0.00	0.00	\$20.27
	07/01/2017	\$14.91	\$5.58	\$0.00	0.00	\$20.49
	07/01/2018	\$15.13	\$5.58	\$0.00	0.00	\$20.71

Additional Apprentices Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

- * Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** APPto JM: 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- **** APPto JM: 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

This wage schedule must be posted by the contractor at the worksite in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 02/01/2012

Wage Request Number: 20120130-058

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