

REQUEST FOR PROPOSAL

MUNICIPAL SOLID WASTE AND RECYCLING SERVICES

TOWN OF SHUTESBURY
MASSACHUSETTS



January 25, 2022

LEGAL NOTICE:

REQUEST FOR PROPOSAL

**MUNICIPAL SOLID WASTE AND RECYCLING SERVICES
Town of Shutesbury, Massachusetts**

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. However, due to Covid restrictions, Shutesbury Town Hall is currently closed to the public. A paper copy can be picked up in person by appointment with the Town Administrator. All in-person visits require a mask. Documents may also be downloaded online from http://www.shutesbury.org/select_board. Proposers who access documents online are encouraged to register with the Town Administrator to receive updates and addenda. Others are required to monitor postings linked to the bid listing on the town web page prior to the proposal deadline. Failure to acknowledge addenda may result in a proposal rejection.

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 **Proposal Deadline of 3:00 p.m. on Thursday, March 10, 2022**. Late proposals will be rejected. Proposal submissions shall be submitted in an outer envelope labeled 'RFP: SOLID WASTE & RECYCLING SERVICES'. The proposal submission shall consist of nine (9) copies of a sealed Technical Proposal labeled 'RFP: SOLID WASTE & RECYCLING, TECHNICAL PROPOSAL'. Submissions shall also include one thumb drive with an electronic version of the technical proposal. The envelope containing three (3) hard copies of the price proposal shall be labeled 'RFP: SOLID WASTE & RECYCLING, PRICE PROPOSAL'. There will be a public logging of proposals received immediately following the proposal deadline. The content of all proposals will be considered confidential until the contract has been negotiated and awarded.

An **optional pre-proposal conference** is scheduled for **Thursday, February 24 at 3:00 p.m.** in the Conference Room on the first floor of Shutesbury Town Hall, located at One Cooleyville Road, Shutesbury, MA 01072, or in a Zoom meeting if necessary. All vendors interested in presenting a proposal are encouraged to attend the conference; however, attendance is not mandatory or required for those interested in submitting a proposal.

A Bid Deposit shall be supplied by the proposer, payable to the Town in the amount of five (5) percent of the total proposal price. The Bid Deposit shall be included in the Technical Proposal in the form of a proposal bond, certified check, treasurer's check, or cashiers check. Minimum Wage Rates, as determined by the Commissioner of Department of Workforce Development 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 and each year thereafter.

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 their decision on the entirety of the information provided, the evaluation of criteria requested, and the sole judgment of the Town as to the best service 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 Proposals must clearly understand that this is not a formal bid process pursuant to the legalities of Massachusetts General Law, Chapter 30B. The Municipality 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 Authority, reserves the right to reject any or all proposals, waive minor informalities, and to award contracts in the best interest of the Town.

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**REQUEST FOR PROPOSAL
MUNICIPAL SOLID WASTE AND RECYCLING SERVICES**

Towns of Shutesbury, Massachusetts

GENERAL:

The Town of Shutesbury, acting by and through its Selectboard, will accept proposals from qualified parties for providing the following town-wide services: curbside solid waste collection; curbside dual stream recyclable material collection; and collection and transportation of solid waste and recyclables from schools and municipal buildings.

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 their decision on the entirety of the information provided, the evaluation of criteria requested, and the sole judgment of the Town as to the best service 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 Proposals must clearly understand that this is not a formal bid process pursuant to the legalities of Massachusetts General Law, Chapter 30B. The Municipality 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 contract shall be for a period of five (5) years with an effective start date of Friday, July 1, 2022, and will conclude at the end of the day Wednesday, June 30, 2027. At the option of the Town, and with the concurrence of the Contractor, this Contract may be extended for one (1) additional one-year term. Any Contract extension must be executed at least six months prior to June 30, 2027. 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. 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.

Shutesbury's contract for disposal of trash or recycled material might expire during the expected life of this contract. If the disposal site changes as a result of a new contract, or if any other terms change in either disposal contract, the parties will agree to renegotiate affected terms of this contract in good faith.

The Town of Shutesbury acting through the Selectboard, the Awarding Authority, reserves the right to reject any or all proposals, waive minor informalities, and to award contracts in the best interest of the Town

An **optional pre-proposal conference** is scheduled for **Thursday, February 24, 2022 at 3:00 p.m.** in the first floor Conference Room, Shutesbury Town Hall, One Cooleyville Road, Shutesbury, MA 01072, or in a Zoom meeting if necessary. All vendors interested in presenting a proposal are encouraged to attend the conference; however, attendance is not mandatory or required for those interested in submitting a proposal.

PROCEDURE FOR SUBMISSION OF PROPOSAL

Receipt of Proposal Documents:

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. Due to Covid restrictions, however, Shutesbury Town Hall is currently closed to the public. A paper copy can be picked up in person by appointment with the Town Administrator. All in-person visits require a mask. Documents may also be downloaded online from http://www.shutesbury.org/select_board. Proposers who access documents online are encouraged to register with the Town Administrator to receive updates and addenda. Other proposers are required to monitor postings linked to the bid listing on the town web page prior to the proposal deadline. Failure to acknowledge addenda may result in a proposal rejection.

Proposal Submission:

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 **Proposal Deadline of 3:00 p.m. on Thursday, March 10, 2022**. Late proposals will be rejected. Proposal submissions shall be submitted in an outer envelope labeled 'RFP: SOLID WASTE & RECYCLING SERVICES'. The proposal submission shall consist of nine (9) copies of a sealed Technical Proposal labeled 'RFP: SOLID WASTE & RECYCLING, TECHNICAL PROPOSAL'. Submissions shall also include one thumb drive with an electronic version of the technical proposal. The envelope containing three (3) hard copies of the price proposal shall be labeled 'RFP: SOLID WASTE & RECYCLING, PRICE PROPOSAL'. There will be a public logging of proposals received immediately following the proposal deadline. The content of all proposals will be considered confidential until the contract has been negotiated and awarded.

In the event that the Selectboard of the Town of Shutesbury declares that municipal offices are closed on the date of a proposal deadline, due to unforeseen circumstances such as weather, storm, fire, natural disaster, etc., then the proposal deadline will be extended to the same time on the next regular business day for which the Shutesbury Town Hall is open for business (Monday through Friday).

Questions:

All questions or comments for the Town of Shutesbury must be submitted in writing to Rebecca Torres, Town Administrator by email: townadmin@shutesbury.org or by fax 413-259-1107. Questions must be received no later than 168 hours (7 calendar days) before the Proposal Deadline. Questions received after the deadline for questions will not be answered. All addenda will be posted no later than 2 calendar days prior to the proposal deadline. Failure of any contractor to receive any such addendum or interpretation shall not relieve such contractor from any obligation under its proposal as submitted. Any binding response that alters the content of this Request for Proposal will be in the form of an addendum issued by the Town. All addenda issued shall become a part of the contract documents.

Proposal Content:

The Proposal must contain the following:

Technical Proposal- Must contain nine (9) printed copies of the Technical Proposal, plus one thumb drive electronic copy which shall be provided in a sealed envelope labeled: 'RFP: SOLID WASTE & RECYCLING, TECHNICAL PROPOSAL'. The Technical Proposal shall contain:

1. A Bid Deposit payable to the Town of Shutesbury in the amount of five (5) percent of the total proposal price
2. The completed Technical Proposal Submission Forms (Appendix VIII)
3. Contractor Qualification and Program Description Questionnaire (Appendix IX)
4. Evidence of Insurance

Failure to complete the Non-Collusion Certificate portion of Appendix VIII will result in rejection of the bid.

A Bid Deposit shall be supplied with the technical proposal payable to the Town of Shutesbury in the amount of five (5) percent of the total proposal price. The bid deposit shall be supplied in the form of a bid bond, certified check, treasurer's or cashier's check.

Price Proposal- Three (3) printed copies of the Price Proposal shall be supplied in a separate envelope which shall be labeled 'RFP: SOLID WASTE & RECYCLING, PRICE PROPOSAL'. The sealed Price Proposal envelope shall contain:

1. Three (3) signed copies of the Town's Price Proposal Forms (see Appendix VII)
2. Evidence of ability to obtain a 100% Performance Bond
3. Bank Reference
4. Financial statements for prior 2 years

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

Proposals shall be submitted on the forms provided or copies thereof and must be signed by the Contractor or their authorized representative. The person signing the proposal shall initial any corrections to entries made on proposal forms.

Proposals are to be made for each of the following types of collections:

Option #1: Weekly collection and transportation of solid waste and dual stream recyclables from 884 residential customers as well as from municipal facilities. The Town's mandatory waste reduction program requires that all residential curbside trash be placed in official Town of Shutesbury bags. Recyclables are typically in well-marked bins or totes. Solid waste material will be delivered to Community Eco Partners (CEP) Inc. on Route 5 in Agawam; recyclable materials will be delivered to the Springfield MRF on Birnie Avenue in Springfield. The Town's mandatory waste reduction program requires the use of Town of Shutesbury yellow or purple Pay-As-You-Throw (PAYT) bags, each bag not to exceed 35 lbs in weight when filled. There is no limit to the quantity of material that may be recycled.

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.

Additional Services:

Option #3: State availability of collection and processing of white goods, bulky items, and cathode ray tubes (CRTs) via direct arrangement (scheduling pick up and payment) between the Contractor and town residents.

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 the Prevailing Wage sheets and other pertinent information [Appendices I]
- D. Complete the Price Proposal Submission Forms [Appendix VII] (Company Name, Proposal Pricing, and Price Proposal Submission Information, 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 [Appendix VIII] (Company Information sheet, Checklist of Contents, Acknowledgement of Addenda, Signed Certification of Taxes and Non-Collusion Statement, Contractor Qualification and Program Description Questionnaire and Evidence of Insurance).
- 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.

EVALUATION PROCESS:

Technical Proposals will be evaluated and scored. Following the completion of the Technical Proposal scoring, Price Proposals will be evaluated and scored. The Town desires the lowest cost consistent with good performance and service and 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 terms, conditions, and specifications of this RFP and contract documents.

In considering each Proposal, prior to any determination and a subsequent award, the Town shall investigate and evaluate the Contractor according to the following criteria:

- Completeness of the Proposal;
- Proposed Contract Price;
- Prior experience in contracts of similar scope;
- Ability to provide customer satisfaction;
- Quality of the services proposed;

- Evaluation of the professional qualifications of the Contract Manager;
- Proposed equipment to be used;
- References from similar municipalities;
- Financial strength; and
- Estimated total cost to the Town, including the disposal cost for projected tonnage.

The Town shall have the right to reject any and all proposals, or parts thereof, or items therein, and to waive any defect or irregularities as to form, therein. **Nothing in this RFP shall require that the Town accept the lowest price proposal.** Instead, the Town reserves the right to base their decision on the entirety of the information provided and their sole judgment as to the best service provided.

Successful contractors must be prepared to comply in all respects with contract provisions of the Town’s Supplemental Equal Employment Opportunity (EEO) and Anti-discrimination and Affirmative Action Program.

No proposals shall be withdrawn within ninety (90) days after the opening thereof. The Town shall have the time as indicated in which to investigate and evaluate the proposals. The proposals will be ranked according to the criteria specified above. The Town will then enter into negotiations with the highest-ranked proposer. In the event that there is a price discrepancy in the price proposal, the written words shall prevail.

CONTRACT AWARD

Contract:

The successful proposer will be required to complete a Town Contract. (Refer to Appendix X for a sample contract containing standard terms and conditions.) The Contract will be updated to contain negotiated specifications. Standard specifications cited in the standard contract should be reviewed and taken into consideration when preparing the Technical Proposal and Price Proposal.

The contract shall be for a period of five (5) years with an effective start date of Friday, July 1, 2022, and shall conclude at the end of the day Wednesday, June 30, 2027. At the option of the Town, and with the concurrence of the Contractor, this Contract may be extended for one (1) additional one-year term. Any Contract extension must be executed at least six months prior to June 30, 2027.

Prevailing Wage:

Minimum Wage Rates as determined by the Commissioner of Department of Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27H, as amended, apply to this service. A contract award will require the Contractor to do reporting and provide payment of prevailing wage rates to applicable employees rendering service under this contract. A copy of the prevailing wages applicable to this bid is Appendix I, Wage Request Number: Schedule 20220203-050, contract 2322.

Performance Obligation:

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.

Performance Bond:

The successful bidder will be mailed the Town's written Notice of Intent to Award the Contract. The successful bidder shall furnish the Town with a properly-executed 100% Performance bond, in the full amount of the Contract price for the first year, within ten (10) working days after the date of the postmark on the written Notice of Intent to Award the Contract. The Contractor will be responsible for renewing the Performance Bond for each year of the contract. There will be no additional compensation for the successful contractor to secure the annual required 100% performance bond. Failure of the Contractor to deliver a Bond within ten days shall constitute grounds for the Town to declare the Bid Deposit forfeited, but the Town may, in its sole discretion, extend such time period.

Insurance:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, or by any of its pre-approved subcontractors, employees or agents, in the performance of, or as a result of, the work under this Agreement. The Contractor hereby certifies it is insured for workers compensation, property damage, and personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(Or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty-day notice of cancellation to the Town.

**SPECIFICATIONS FOR
COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIAL
SHUTESBURY, MASSACHUSETTS**

1. GENERAL INFORMATION:

The Town of Shutesbury, acting through the office of the Selectboard is requesting proposals for the collection and removal of solid waste and recyclable material from all residences and specifically designated non-residential locations within the Town. The Town is seeking proposals that reflect an efficient and cost-effective way to handle our solid waste and recyclable material that would minimize or reduce waste and increase recycling.

1.1 The Contractor shall provide for the collection of municipal solid waste and dual stream recyclable material from all residential units, municipal and school facilities within the Town in compliance with all applicable laws, as determined by the Selectboard.

1.2 Historical Information:

The Town of Shutesbury has a population of approximately 1,740 people in 884 households. Additionally, there are five municipal buildings concentrated near the center of town (Town Hall, Library, Fire Department, Highway Department, Shutesbury Elementary School). If a new library is built in town during the Contract term, solid waste and recyclables shall also be collected from this Town building. The households are scattered over approximately 42 road miles. Approximately 19 miles of Shutesbury's 42 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 in the proposal documents. Failure to identify inaccessible roads serves as a guarantee to the Town that all households will receive curbside collection weekly.**

Shutesbury is soliciting proposals for a Contractor to collect solid waste and recyclables from resident households and from municipal facilities at least once per week. At municipal facilities, solid waste and recyclables are collected in barrels or totes as needed (no dumpsters are currently being used). Solid waste is currently collected each week; recycling materials are collected every week on the same day as trash is collected, alternating between paper and containers each week. These weekly collections would be the minimum required.

In July of 2000 the Town adopted a Pay-As-You-Throw (PAYT) program that provides fifty (50) bags per household per year. Residents may purchase additional bags for excess trash. There is no limit to the quantity of material that may be recycled. It is the Contractor's responsibility to respect and enforce this program.

The weight of materials collected in 2021 from residential and municipal buildings was 352 tons of regular refuse, 100 tons of paper and cardboard, and 99 tons of co-mingled bottles, cans, and glass.

2. DEFINITIONS

The following definitions shall apply to terms found within this document:

AWARDING AUTHORITY: The awarding authority for the Town of Shutesbury is the Selectboard or their designee.

BULKY ITEMS: These are items too large to fit into a trash bag or barrel and include box springs, mattresses, large chairs, sofas and similar old or discarded furniture.

CONTRACTOR: The company or corporation receiving the contract for Municipal Solid Waste and Recycling Services with the Town of Shutesbury.

DISPOSAL FACILITY: A solid waste depository including but not limited to sanitary landfills, transfer stations, waste-to-energy facility and waste processing and/or separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction, and requiring such licenses, permits or approvals to receive solid waste from the Town for processing or final disposal.

DUAL STREAM: A method of collecting recyclables such that paper and cardboard materials are collected separately from bottles and cans.

ENFORCEMENT: The process by which the Contractor assures that the terms of the Town's waste reduction program are met. Enforcement includes leaving "SORRY" notes citing reason(s) that any container/items are refused.

FORCE MAJEURE: French for "superior force", a description of extraordinary circumstances beyond the control of the parties, such as a war, riot, or act of God that would prevent either or both parties from fulfilling their liability or obligation under a contract. See Section 13.1 for the definition applicable to this contract.

HAZARDOUS WASTE: Any hazardous, toxic, or radioactive substances as defined by applicable laws or regulations.

HOLIDAY: The term "holiday" when used in connection with days of collection, shall include Sundays in addition to the holidays listed in Appendix V of this Contract.

HOUSEHOLD: A single-family residence or a single residential unit within a single or multi-family complex (3 units or fewer).

INCLEMENT WEATHER DELAY: A determination made jointly by the Town Administrator and the Contractor, with implementation of the holiday schedule as a consequence.

MANDATORY RECYCLING REGULATION: The requirement that all participants in the Town's residential solid waste collection program separate recyclable material such as paper, cardboard, bottles, and cans from household trash for collection.

MUNICIPAL COLLECTION PROGRAM: Program that collects solid waste and recyclable materials from residents, municipal buildings, and schools.

MUNICIPAL FACILITIES: The schools and municipal buildings as listed in Appendix II.

MUNICIPAL SOLID WASTE (MSW): Useless, unwanted or discarded solid or liquid material, as per 310 CMR 19.006. The term "liquid" refers to the incidental liquids residents discard in their trash receptacles.

PROCESSING FACILITY: The facility where the recyclable material described in this Contract shall be taken by the Contractor for processing and marketing.

RECYCLABLE CONTAINERS: Metal food and beverage cans, plastic bottles/jars/tubs/jugs, glass bottles and jars, clear plastic hinged containers (clamshells), clear plastic cups, and clear plastic egg cartons, including labels and caps. The list of Recyclable Containers may be expanded or reduced from time to time as determined jointly by the Town and Contractor. *Note: see www.RecycleSmartMA.org and Waste Disposal Ban requirements (310 CMR 19.017 and <https://www.mass.gov/guides/massdep-waste-disposal-bans>).*

RECYCLABLE PAPER: Papers, newspapers, magazines/catalogs, paperbacks & phonebooks (covers ok), corrugated cardboard, and paperboard, including paper clips, staples, and metal spirals. The list of Recyclable Paper may be expanded or reduced from time to time as determined jointly by the Town and the Contractor.

RECYCLABLES: Recyclable Containers and Recyclable Paper collected as either Single Stream or Dual Stream materials.

RECYCLE: as defined in the Commonwealth of Massachusetts Solid Waste Facility Regulations (310 CMR 19.000). *Note: see <https://www.mass.gov/doc/310-cmr-19000-solid-waste-management-facility-regulations>.*

RECYCLING FACILITY: A facility, such as the Springfield Materials Recycling Facility (MRF), that processes recyclable materials.

REFUSE / RUBBISH / TRASH: Municipal Solid Waste, not including recyclable material.

RESIDENTIAL CUSTOMERS: Households that utilize municipal curbside collection.

SCHOOL: The school listed in Appendix II.

SINGLE FAMILY RESIDENCES: One-, two- and three-family homes. It does not include attached structures with more than three dwelling units.

SINGLE STREAM: A method of collecting and delivering Recyclables whereby all materials to be recycled are mixed together.

SOLID WASTE: as defined in the Commonwealth of Massachusetts Solid Waste Facility Regulations (310 CMR 19.000). *Note: see <https://www.mass.gov/doc/310-cmr-19000-solid-waste-management-facility-regulations>.*

TIPPING FEE: A fee paid per ton for the disposal of MSW or recyclable materials.

TITLE: Title to any Hazardous Waste, Unacceptable Waste and rejected Recyclable Material shall remain with the Town.

TOWN: The Town of Shutesbury.

TOWN ADMINISTRATOR (TA): For Shutesbury, the term Town Administrator (TA) shall refer to the Town Administrator, Town of Shutesbury, Town Hall, One Cooleyville Road, Shutesbury MA 01072 (413-259-1214).

UNACCEPTABLE WASTE: All hazardous waste, commercial refuse, construction debris, ashes from heating plants, wood and coal stoves, stones rocks, automobile tires, waste oils, pesticides and sewage wastes and all materials banned for disposal in accordance with MassDEP regulation 310 CMR 19.017 (see Section 6.9).

WASTE REDUCTION PROGRAM / WASTE REDUCTION GUIDELINES: A program that creates a financial incentive to reduce trash. For the Town of Shutesbury, this program requires that all trash must be placed in Town-approved PAYT bags supplied by the residents.

WHITE GOODS: Appliances such as air conditioners, compactors, clothes dryers, dehumidifiers, dishwashers, freezers, gas or electric ovens and ranges, microwave ovens, refrigerators, stoves, water coolers, water heaters, and washing machines.

3. MATERIALS TO BE COLLECTED

3.1 Solid Waste Collection: The Contractor shall provide for the weekly collection of municipal solid waste from all households as well as from the school and municipal buildings by an agreed-upon schedule in compliance with all applicable State and Local laws, regulations, and waste bans. All residential solid waste collected in the Town of Shutesbury must be contained in official Town of Shutesbury Pay-As-You-Throw (PAYT) bags.

3.2 Excluded materials: The solid waste collection 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.
- Construction and building materials including asphalt, brick, concrete, cement and gravel, or metal. Small quantities of construction debris may be included as part of the waste reduction program's allowable amount of trash each week, but not in addition.
- Leaf and yard waste, sod, landscaping material, tree debris and tree stumps.
- Automobile parts, or batteries, engines, doors, body pieces, etc.
- Cathode Ray Tubes (CRT's) – TV's, computer monitors.
- Visible recyclables, cardboard, paper, plastic containers and materials.
- Appliances, White Goods, or Freon-containing products.
- Hazardous Waste Products.

This Contract does not include the collection of any refuse or solid waste left by building contractors from any building renovation or repair work. The Contract does not include the collection of any waste generated outside

the Town.

3.3 Recyclable Materials Collection: The Contractor shall provide for the weekly **dual stream** collection of recyclable materials with recycled paper/cardboard and co-mingled containers collected on alternating weeks from all residential dwellings, inclusive of eligible multi-families (as described within the Contract) and municipal facilities within Shutesbury, in compliance with all applicable state and local laws, regulations and waste bans.

Recyclable Materials to be collected shall include, as a minimum:

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, and corrugated cardboard.

4. **CONTAINERS**

4.1 Solid waste containers shall be furnished by the Town of Shutesbury in the form of Town-approved Pay-As-You-Throw (PAYT) yellow or purple bags.

4.2 Recyclable Material Containers shall be blue recycling bins, lidded plastic storage boxes, or trash barrels. Any container used must show "recycling" on all sides — either printed on the container, bumper stickers, or a large painted "R" on each side.

4.3 Paper and cardboard left at curbside for recycling must be contained in a recycling bin or barrel. All cardboard shall be folded and flattened into a unit no larger than 3' x 3' in size.

4.4 For timely pickup, resident's containers for solid waste and recyclable material must be put out at curbside by 7:00 a.m. on the day of collection.

4.5 The Contractor shall provide dumpsters and/or wheeled recycling carts for the School and each of the municipal facilities listed in Appendix II. The Contractor shall adjust the number and/or size of containers at any given site to accommodate solid waste and recyclable materials, as needed

4.5.1 No later than seven (7) days prior to the commencement of work, the Contractor shall provide suitably-sized, water-tight containers for school and municipal collection of both solid waste and recyclable materials — either dumpsters or containers of galvanized steel or heavy duty plastic equipped with a tight-fitting lid and capable of being locked. The Contractor shall be responsible for the maintenance and repair of all containers provided.

4.5.2 No later than seven (7) days prior to the commencement of work, the Contractor shall provide totes for the collection of corrugated cardboard at the School and at each of the municipal facilities listed in Appendix II.

4.5.3 All Contractor-owned containers shall be kept in a neat, clean, and relatively odor-free condition. Containers should be cleaned by the Contractor as needed. Any broken, damaged, or missing receptacle must be repaired or replaced immediately. It is the Contractor's responsibility to wash or otherwise clean the containers, if such condition arises, at no additional cost to the Town. All containers are to be deodorized upon request.

4.5.4 The Contractor may place the company logo on Contractor-supplied containers.

5. COLLECTION

5.1 Residential Collection: The Contractor shall provide weekly collection of solid waste as defined in our waste reduction guidelines with weekly collection of dual stream recycling on the same day as solid waste. Recyclable materials will be collected in a dual stream on a schedule determined by the Town Administrator with paper products and co-mingled containers collected on alternate weeks.

5.2 Municipal Site Collection: The Contractor shall provide collection of solid waste and recyclable materials from the School and from each of the Town Facilities listed in Appendix II.

5.2.1 Collection from the School shall be made at a time determined in agreement with the School administration. In no event shall collection occur within one-half hour of arrival or dismissal time. No collection from Municipal Facilities shall occur before 7:00 am or after 6:00 pm without prior approval of the Town Administrator.

5.2.2 Any solid waste or recyclable materials within a three-foot distance of the refuse container shall be considered refuse to be collected.

5.2.3 The Contractor shall take adequate precautions to protect all property (buildings, shrubs, lawn, pavement, vehicles, or other items or areas that are within School and Town Facilities property boundaries) from any damage and will be responsible for any such damage caused as a result of this service.

5.3 Collection Routes: Collection routes shall be established by the Contractor and approved by the Town Administrator or the Recycling Coordinator. The Contractor shall submit proposed revisions of collection routes to the Town Administrator or the Recycling Coordinator for approval. The routes submitted shall include, or shall be accompanied by, a written statement describing each collection route: the day of the week serviced, the start point, the street sequence, and the end point.

There shall be no changes in the collection route or schedule after the start of this contract without prior written approval of the Town Administrator. 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.

5.4 The Town of Shutesbury has adopted a Pay-As-You-Throw (PAYT) program. This requires that all residential solid waste for curbside collection must be placed in official Town of Shutesbury trash bags. The hauler is responsible for enforcing this program and should not pick up any solid waste not placed in an official Town of Shutesbury bag. A “SORRY” sticker (See sample in Appendix IV) shall be applied to any trash left for pick-up that is not in an approved PAYT bag. Material not properly bagged shall not be collected by the Contractor. The Town Administrator will inform the Contractor in advance of any pick-up weeks where this PAYT requirement is suspended by action of the Selectboard.

5.5 The hours of collection will be from 7:00 a.m. until 6:00 p.m. and no work shall be performed on Sunday. No modification from these times of operation shall be permitted without the prior approval by the Town Administrator. When a holiday falls in a week on or before a collection date, the collection schedule will be shifted to one day later. The Contractor shall provide a calendar of Contractor holidays to the Town Administrator, Recycling Coordinator, and the Chair 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 V, Schedule of Holidays.)

5.6 Solid waste bags and all contents of recyclable material containers shall be deposited in collection equipment to be removed. Empty recycling containers and solid waste barrels shall be replaced where found.

5.7 Weather: Ordinary snow and rain shall not be cause for omitting collection of solid waste and/or recyclable material in accordance with the provisions of the Contract. Collections may be omitted only under the most extreme, adverse weather conditions such as blanketing snowstorms, ice storms, hurricanes, and the like (see Section 13: Force Majeure), and then only with prior approval of the Town Administrator. Any schedule delay shall be communicated by the Contractor to the Town Administrator immediately following the decision to implement a delay.

6. GENERAL PROVISIONS

6.1 The Town Administrator has approved the collection routes for weekly collection as is currently being implemented. At present, the entire town of Shutesbury is collected in one day, on Wednesdays unless the holiday rule applies. If the Contractor wishes to alter the presently-established routes for the collection of waste and/or recyclables as described in Section 3, a request must be submitted in writing to the Town Administrator for approval. A copy of the current established routes for collection is included with these specifications as Appendix VI (Current Collection Roads & Town Map).

6.2 The Contractor shall carefully handle and thoroughly empty all containers. Emptied containers shall not be placed by the Contractor in such a manner as to block driveways, in front of mailboxes or on paved portions of roadways.

6.2.1 Emptied 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 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.

6.2.2 Emptied 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.

6.3 Materials collected under the terms of the Contract shall be deposited and removed in collection equipment approved as set forth in Section 7.

6.4 The Contractor shall agree to furnish and provide their own labor, all their own equipment, and other items necessary to collect and dispose of all material under the terms of the contract.

6.5 The Town of Shutesbury has adopted a mandatory recycling ordinance. The Contractor will be required to give close supervision to their employees who are actually collecting from containers to assure that visible recyclables have been separated and that the correct recyclable material for a particular week is being collected. Containers with non-separated materials or incorrect recycled materials for that week are to be rejected, and a written "SORRY" notice shall be left explaining why materials were not accepted. The notice left for rejected materials shall be provided by the Contractor as approved by the Town Administrator and Recycling Coordinator.

6.6 Under no circumstance shall the Contractor co-mingle materials intended for recycling with solid waste.

6.7 There will be no limit to the amount of recyclable materials collected from residential curbsides or from Municipal Facilities.

6.8 The Contractor must be able to lift containers (toters, dumpsters, etc.) that are utilized at all Town Facilities.

6.9 The Contractor shall comply with any and all directions that may from time to time be given 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 improvement in the collection of solid waste or recyclable materials.

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

6.11 The Contractor shall maintain weekly communication with the Town Administrator.

7. COLLECTION VEHICLES

7.1 The Contractor shall be responsible to provide, maintain, and repair 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 Town Administrator with a complete list of all equipment to be utilized by the Contractor to provide the services included in this contract. The list shall document, at a minimum:

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

- Payload capacity

All collection vehicles shall be adequately insured in accordance with the requirements detailed on page 10.

7.2 All equipment is to 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 of vehicle used.

7.3 The Town Administrator reserves the right to inspect and pass on the acceptability of any piece of equipment that the Town Administrator has reason to question regarding its serviceability.

7.4 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 as a commercial collector, a system of distinguishable identification for each dedicated vehicle will be required as determined by the Town Administrator.

7.5 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 recycled materials are spilled onto a street or private property, the Contractor shall clean up and place in the collection vehicle all solid waste before the vehicle proceeds to the next stop on the collection route or shall promptly make all other necessary arrangements for the immediate clean up of spilled solid waste or recycled materials.

7.6 Enclosed and Watertight Vehicles: All of the Contractor's collection vehicles shall have enclosed compartment(s) for collected materials with waterproof seals and watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the compartment(s) during loading and transport operations.

7.7 Maintenance and Cleaning. The Contractor shall monitor, maintain and repair its vehicles, at a minimum, in compliance with the manufacturer's recommendations. Oil/hydraulic systems and waterproof seals/enclosures shall be kept in good condition at all times to prevent spills and leaks. All vehicles used for the Contracted Services shall be washed and sanitized at least once weekly.

7.8 Vehicle signage: All collection vehicles shall clearly display a sign on both sides of the vehicle that state the name of the Contractor. The lettering in these signs shall be no less than 6 inches high.

7.9 Vehicle Tracking: The Town shall have the right to equip any collection vehicle with GPS or other position- or route-tracking electronic system. The Town shall bear all costs of any tracking device, which shall remain the property of the Town.

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

8. FUEL ADJUSTMENT

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

8.1 Frequency of adjustments: Fuel-based contract payment adjustments are to be made semi-annually, effective January 1 and July 1 during the contract term.

8.2 Price and usage bases:

8.2.1 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:

<https://www.mass.gov/service-details/2020-massdot-contract-price-adjustments>

8.2.2 Fuel-based payment or credit adjustments are to be determined by 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 the 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 be based only on the difference per gallon in excess of the twenty-five cent margin.

8.2.3 The baseline price will be the average diesel fuel price of the previous year as reported on the MassDOT website (February 2021 to December 2021). The Base Price established by the Town that will be utilized for the entire contract for fuel adjustment is \$2.56 per gallon.

8.2.4 The Contractor shall report to the Town Administrator the actual fuel usage of collection vehicles for each of the months of August, September, and October 2022. 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.

8.3 Payment or Credit Adjustments: Payments or Credit will be made to retroactively reflect fuel prices during each six-month period that this contract is in effect. Beginning on January 1, 2023 (for the fuel adjustment period of July 1, 2022-December 31, 2022), and on each July 1st and January 1st thereafter, (or within two weeks of when 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 or credit adjustment will be reflected in the next monthly payment to the Contractor, assuming the invoice is timely submitted.

8.4 Payment or Credit Formulation: A payment or credit adjustment will be made semi-annually (every six months) to reflect any change in fuel cost. The amount of adjustment will be calculated by multiplying the volume of fuel used during the six month period (as established in section 8.2.4) 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. Appendix III details this fuel adjustment calculation. Monthly route miles utilized for the service will be reviewed and established between the Contractor and the Town Administrator during the first 3 months following the contract commencement date. Once the Town Administrator agrees upon monthly route miles to be utilized in the fuel adjustment formula, the authorized monthly route miles will be utilized in calculating the semi-annual fuel adjustment. (The first semi-annual fuel adjustment review of the fiscal

year will be: July 1, 2022 - December 30, 2022, The second fuel adjustment period will be January 1, 2023 - June 30, 2023.) The Contractor and the Town Administrator will reconfirm monthly route miles annually on a fiscal year basis (July 1, 2023 and annually thereafter), and any adjustment to the monthly recalculated miles will be utilized in the fuel adjustment formula for the current fiscal year. If at any time the Town Administrator initiates a change in the authorized route schedule that affects monthly route miles, the monthly miles utilized in the fuel adjustment formula will be adjusted to reflect actual miles for the affected month. The months following the affected month of change will utilize recalculated Town Administrator authorized monthly miles in the fuel adjustment formula for the remaining months of the fiscal year. The Contractor will be responsible for communication to the Town Administrator if there is any change in route, or changes in monthly route miles and any fuel adjustment will be retroactive to the actual date of change.

9. EMPLOYEES

9.1 Contract Manager and Operations Manager. At least 30 days prior to the commencement date and throughout the term of the Contract, the Contractor shall provide the Town with the name, title, and contact information for the Contract Manager and one or more Operations Managers. The Contract Manager shall be the official point of contact on behalf of the Contractor for all technical and administrative matters pertaining to the Contracted Services. The Operations Manager(s) shall oversee the Contractor's day-to-day operations and Contracted Services under the Contract.

9.2 At all times when operating vehicles to provide the Contracted Services, employees shall carry a valid Massachusetts license to operate the type of vehicle being operated. All employees of the Contractor must have a minimum of ten (10) hours of relevant OSHA training. The Contractor shall maintain training records as required by state and federal laws.

9.3 All vehicle drivers shall be trained regarding the Town's collection routes they are to follow prior to their first working shift as vehicle drivers.

9.4 Employees must wear a shirt at all times while working within the Town. The use of brightly colored safety vests is required if the shirt is not a bright safety-colored garment.

9.5 The driver of the collection truck shall travel all roads and streets in accordance with all traffic regulations.

9.6 All Contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no time shall they solicit or request gratuities of any kind. Any employee of the Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties, or is disorderly, dishonest, intoxicated, or discourteous, shall be removed from service under this Agreement by the Contractor. The Contractor shall not again employ that employee within the Town of Shutesbury without the consent of the Town Administrator.

9.7 The Town reserves the right to disapprove and request replacement of any of the Contractor's personnel assigned to the Town's work, including the designated Contract Manager or Operations Manager. Such disapproval or request shall be for reasonable cause only and shall be addressed in writing to the Contract Manager

9.8 Safety Plan and Safety Manager: The Contractor shall develop, implement, and comply with a safety plan for all of its operations under the Contract. The safety plan shall comply with all applicable laws for solid waste collections operations and equipment. A copy of the safety plan shall be provided to the Town Administrator upon request. The Contractor shall appoint an employee who is qualified and authorized, as defined by ANSI and OSHA, to supervise and enforce safety compliance.

9.9 Safety Training: The Contractor shall provide routine safety training to all employees in compliance with all applicable laws. Documentation of the Contractor's training programs shall be provided to the Town Administrator upon request.

9.10 Medical Response Procedure: A written procedure shall be established for the immediate removal to a hospital or a doctor's care of any employee or other person who is injured and requires medical assistance during the execution of the Contract. Any injury sustained by a Contractor employee while on the job, including OSHA recordable injuries, shall be reported to the Town Administrator immediately.

10. DISPOSAL SITE AND TIPPING FEES

10.1 All municipal solid waste collected under section 3.1 shall be transported to the following location during the period of the contract, unless otherwise specified by the Town Administrator:

Community Eco Power
Route 5
Agawam, MA

The normal hours of operation for Community Eco Power shall be 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 stipulated by Community Eco Power.

10.2 All recyclable material collected under section 3.3, including recyclables collected from municipal facilities (Section 5.2) shall be transported during all years of the contract to the following location, unless otherwise specified by the Town Administrator:

Western Massachusetts Materials Recycling Facility
Birnie Avenue
Springfield, MA

10.3 The Town will assume all Tipping Fees associated with the disposal of municipal solid waste collected under section 3.1. Any remuneration to the Town for recyclable materials collected under section 3.3 will be made by the Recycling Facility.

10.4 Shutesbury's contract for disposal of trash or recycled material might expire during the expected life of this contract. If the disposal site changes as a result of a new contract, or if any other terms change in either the trash or recycled material disposal contract, the parties will agree to renegotiate affected terms of this contract in good faith.

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

10.6 Once per month, the Contractor shall deliver to the Town Administrator or his/her designee the weight slips that drivers were given at the scale house of the resource recovery plant or Recycling Facility for the preceding days of collection. The weight slips should bear the identification of the vehicle as established under Section 7.6 as well as the weight delivered and signed by the weigher and the driver. Slips must indicate any rejected quantities not accepted by the receiving facility and the reason for rejection. 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

11. QUALITY OF WORK

11.1 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.

Failure to comply with any of the specifications or provisions of the contract shall be deemed sufficient cause for the immediate termination of the contract by the Selectboard. (Reference Article 5 of the sample contract Terms and Conditions.)

12. PROTECTION OF THE TOWN

12.1 Indemnification and Hold Harmless: To the fullest extent permitted by Applicable Law, the Contractor shall protect, defend, indemnify and save the Town and its agents, officials, employees, and consultants, including contractors or subcontractors with whom the Town may have contracted, harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, environmental pollution, judgment losses, costs, expenses, suits, actions, and causes of action of every kind and character, for claims based on the negligent acts or omissions or willful misconduct by the Contractor which may arise in favor of any third party on account of illness, disease, loss of property, services, wages, death or personal injuries resulting from the Contractor's performance or non-performance of its obligations or operations under this Agreement, except to the extent any such damages arise out of injuries or property claims of the third parties caused by the negligence or willful misconduct of the Town, or its officials, directors, employees, or agents. The Contractor further agrees to indemnify the Town for all reasonable expenses, court costs and reasonable attorney's fees, including those incident to appeals incurred by or imposed upon the Town in connection therewith for any loss, damage, injury, or other casualty. The Contractor additionally agrees that the Contractor may, subject to the approval of the Town, designate an attorney of the Contractor's selection to appear and defend any such action, on behalf of the Town, at the expense of the Contractor. The Contractor further agrees to pay all reasonable expenses and reasonable attorney's fees incurred by the Town in establishing the right to indemnity hereunder.

12.2 Property Damage:

Contractor shall be responsible for any damage to private property caused by the Contractor's or Subcontractor's employees during performance of this Contract. Contractor must replace or restore to its original condition any such damaged property at no cost to the occupant, owner, or the Town of Shutesbury. Contractor must resolve or make a commitment to pay a theft or damage claim by a customer or Town of Shutesbury of fifteen dollars (\$15.00) or less within five (5) working days of Contractor notification. Contractor must deliver written documentation to the Town of Shutesbury describing the complaint in excess of fifteen dollars (\$15.00), the Contractor and complainant's calculation of damages, and either a commitment for immediate payment by the Contractor or a clear explanation of why the Contractor disputes the complainant's claim within ten (10) working days of Contractor notification of a claim. This written documentation must be signed by an Authorized Agent of the Contractor's company.

12.3 Events of and Remedies for Default

12.3.1 Contractor Events of Default

- a. In the event that the Contractor fails to perform any of its obligations, covenants, or agreements under this Contract and such failure continues for fifteen (15) days after written notice thereof from the Town to the Contractor; provided, however, that if such default is not susceptible to cure within such fifteen (15) days, and if the Contractor commences diligently to cure such default promptly after receipt of notice thereof from the Town, such period of fifteen (15) days shall be extended to a period of time necessary to cure such default with all due diligence; but in no event shall such period exceed a total of one hundred eighty (180) days.
- b. In the event that the Contractor becomes insolvent, however such insolvency may be evidenced; or makes an assignment for the benefit of creditors; or is adjudicated a bankrupt; or admits in writing its inability generally to pay its debts as they become due.
- c. In the event that a trustee, custodian, or receiver of the Contractor's business, or any substantial portion of the Contractor's assets, is appointed by or at the behest of the Contractor; or, if appointed in a proceeding brought against the Contractor, the Contractor approves of, consents to, or acquiesces in such appointments; or such trustee or receiver is not discharged within ninety (90) days.
- d. In the event that any proceedings involving the Contractor are commenced by or against the Contractor under any bankruptcy or reorganization, arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States or of any state; or, if such proceedings are instituted against the Contractor, the Contractor approves of, consents to, or acquiesces in such proceedings; or such proceedings are not dismissed within ninety (90) days.
- e. In the event that any representation or warranty made by the Contractor is not true in any material respect as of the date of the issuance or making thereof as contained in this Contract, the proposal for this Contract, or any other document or instrument executed in connection herewith.
- f. In the event of the death, dissolution or termination of existence of the Contractor.

12.3.2. Town Events of Default

In the event that the Town fails to pay any sum due the Contractor hereunder within forty-five (45) days after receiving an invoice for payments due, and such failure continues for fifteen (15) days after written notice thereof

from the Contractor to the Town Administrator; provided, however, that if the Town Administrator notifies the Contractor of a dispute as to any sum within such fifteen (15) days after written notice by the Contractor to the Town Administrator of such nonpayment, no Event of Default shall occur until a) a final determination of the correct amount and b) the failure of the Town to pay such correct amount within forty-five (45) days after receiving the statement next submitted to the Town Administrator after such determination. Contractor payments will be withheld until prevailing wage reports are supplied from the Contractor to the Shutesbury Town Administrator. The withholding of payment as a result of non-delivery of prevailing wage reports is not a Town Event of Default.

12.3.3. Remedies for Contractor Events of Default

Upon any Contractor Event of Default, the Town may, in addition to and not in derogation of any other right or remedy available to it under this Contract, at law or in equity (which rights and remedies shall be cumulative and shall not be deemed inconsistent with each other and which may be exercised at the same time to the greatest extent permitted by law), immediately terminate this Contract upon written notice thereof to the Contractor. At any time following a Contractor Event of Default, the Town may (but shall not be obligated to) cure any default by the Contractor hereunder, and all costs and expenses incurred by the Town, including attorneys' fees and expenses, in curing a default shall be paid by the Contractor to the Town on demand. The Town's right to cure a default specifically includes the right on the part of the Town to hire a contractor to perform the contractual obligations of the Contractor and to make a claim against the Contractor for any increased cost in hiring a new contractor to perform the Contractor's duties hereunder. In no event shall the Contractor be liable for any indirect, special, or consequential damages except, if for any reason, the performance surety is unwilling or unable to perform.

12.3.4. Remedies for Town Events of Default

Upon any Town Event of Default, the Contractor may, in addition to and not in derogation of the right to sue the Town for such sums actually due hereunder (which rights and remedies shall be cumulative and shall not be deemed inconsistent with each other and which may be exercised at the same time to the greatest extent permitted by law), immediately terminate this Contract upon written notice thereof to the Town. In no event shall the Town be liable for any indirect, special, or consequential damages.

12.4 Performance Bond: The Contractor shall furnish, within thirty (30) days from the contract date, and annually thereafter, a Performance Bond, in the form of a bond executed by a surety company duly authorized to do surety business in the Commonwealth of Massachusetts, certified check, treasurer's check, or cashier's check, payable to the Town.

12.5 Liquidated Damages

The Town shall be entitled to assess liquidated damages against the Contractor for failure to perform the following specified obligations under this Contract. The Contractor acknowledges and agrees that the liquidated damages provided herein are not penalties but represent a fair measure of damages that will be sustained by the Town of Shutesbury in the event that the Contractor defaults on its obligations by any of the infractions specified below. The Town of Shutesbury will submit a written statement imposing said damages once the alleged infraction has been discovered. Notification may be submitted by fax. The Contractor shall either provide written dispute within three (3) days or remit payment for imposed damages within thirty (30) days. If the Contractor fails to

respond or remit payment, the Town of Shutesbury may withhold the assessed amount of liquidated damages from any payment owed to the Contractor as a credit or offset of such amount.

1. Collection:

- (a) Collection of solid waste or recyclable material from locations other than those that are approved by the Town of Shutesbury: \$200 per occurrence.
- (b) Collection of solid waste that is not in Town-approved PAYT bags, that exceeds the 35-lb limit, or is in improperly prepared bags (i.e., broken or spilling): \$100.00 per occurrence.
- (c) Failure to collect properly-prepared solid waste or recyclable material from a specific location on the same day as the regular collection route or by 12:00 p.m. of the following day if so authorized by the Town of Shutesbury: \$50.00 per occurrence for each calendar day the failure to collect is not corrected.
- (d) Failure to collect solid waste or recyclable material from Municipal Facilities as specified: \$50.00 per occurrence per location.
- (e) Mixing of solid waste and recyclable materials: \$500.00 per occurrence or \$1,000.00 per truckload.
- (f) Disposing of as trash, those recyclable materials appropriately set out for recycling: \$500.00 per occurrence or \$1,000.00 per truckload.
- (g) Collection beginning prior to 7:00 a.m. and/or finishing after 6:00 p.m. without Town of Shutesbury approval: \$50.00 per occurrence.

2. Contaminated Recyclables, Improper Packaging/labeling.

- (a) Failure to leave a rejection notice on material that is unacceptable for recycling due to contamination or improper preparation in recycling bin materials: \$50.00 per occurrence.
- (b) When material is rejected, failure to notify the Town of Shutesbury by the end of the day of the rejection of anticipated materials: \$50.00 per occurrence.

3. Thrown Bin/Container.

- (a) Willful mishandling of recycling containers: \$50.00 per occurrence.
- (b) Placement of barrels, recycling bins, carts, or lids such that they obstruct roads, driveways, or mailboxes: \$50.00 per occurrence.

4. Submission of Reports.

- (a) Failure to provide the reports in a complete, accurate manner, and by the date and time due, may result in liquidated damages of fifty dollars (\$50.00) per report.
- (b) Liquidated damages of fifty dollars (\$50.00) per day may be assessed for each working day that the reports are late.

5. Littering.

- (a) Failure to immediately pick up solid waste or recyclable material spilled during collection: \$100.00 per occurrence.
- (b) Failure to promptly pick up solid waste or recyclable material spilled during haul or collection in the Town of Shutesbury, or outside the Shutesbury boundaries if the Town receives a complaint of such a spill: \$100.00 per occurrence.
- (c) If Contractor is found to be in violation of any State or local littering laws, liquidated damages in the amount of five-hundred dollars (\$500.00) per incident may be assessed in addition to any fines levied for the violation.

6. Telecommunication Requirements.

(a) Failure to maintain direct contact between the Town and the Contractor, either by phone or other method acceptable to the Town: \$100.00 per occurrence.

7. Equipment.

(a) Failure to maintain equipment in proper working order: \$50.00 per occurrence.

(b) Leaking or spilling of solids or fluids from the collection vehicle: \$100.00 per single location.

(c) Failure to notify the Town of change in primary designated collection: \$50.00 per occurrence.

(d) Use of collection vehicles other than under the provisions of the Contract: \$50.00 per occurrence.

(e) Failure or neglect to repair or furnish replacement dumpster or wheeled cart meeting the requirements of this Contract within five days: \$200.00 per container not furnished.

13. FORCE MAJEURE AND CHANGES IN LAW

13.1 Force Majeure. Subject to this Section, each party shall be excused for failure or delay in performing its obligations under this Agreement if such failure or delay is caused solely by a Force Majeure event.

If either Party shall rely on a Force Majeure event as the basis for not performing its obligations under this Agreement, then the Party relying on such act, event, or condition shall (i) provide prompt notice to the other Party of the occurrence of the act, event, or condition, which shall include an estimation of its expected duration and the probable impact on the performance of its obligations hereunder; (ii) exercise all reasonable efforts to continue to perform its obligations hereunder to the maximum extent possible; (iii) in accordance with this Agreement, expeditiously take action to correct or cure the act, event, or condition preventing such performance; (iv) exercise best efforts to mitigate or limit damages to the other Party; and (v) provide prompt notice to the other Party of the cessation of the Force Majeure event.

For purposes of this Agreement, the term *force majeure* shall mean any supervening cause beyond the reasonable control of the affected party, including, but not limited to, requirement of statute or regulation not in effect on the date of this Agreement; action of any court, regulatory authority, or other public authority having jurisdiction except for such action resulting from the breach of this Agreement by the Contractor; storm, flood, fire, earthquake, explosion, civil disturbance, or act of God or the public enemy.

13.2 Changes in Law. The Contractor shall keep fully informed of, and comply with, all Federal, State, and municipal government laws, rules, regulations, policies, requirements, and ordinances that pertain to the collection, processing, and disposal of solid waste, recyclables, CRTs, white goods, bulky items and HHW which may be in force as of the contract date or mandated during the term of this agreement. A change in law, if any, during the term of this agreement shall be subject to thorough cost analysis relative to the impact on additive or deductive changes to the original fixed fee, and to that end, the parties agree to enter into reasonable, good faith negotiations.

Appendix I

PREVAILING WAGE RATES

TOWN OF SHUTESBURY
attached

Appendix II
School & Municipal Facilities Collection Sites

Shutesbury Town Hall – 1 Cooleyville Road
Shutesbury Elementary School – 23 West Pelham Road
M. N. Spear Library – 10 Cooleyville Road
Possible new library – Lot O-32, 66 Leverett Road (opposite Highway Department)
Shutesbury Highway Department – 59 Leverett Road
Shutesbury Fire Department – 42 Leverett Road

Appendix III

Examples of the Fuel Adjustment Calculation

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

Base line Diesel Fuel Price:	\$2.54/GA
Base line <u>monthly</u> fuel usage	
(Average of Aug, Sept, Oct, 2022 usage):	1,100 Gallons
Average diesel fuel price of preceding six months	\$2.64/GA
Price increase (per gallon)	\$0.10/GA
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	\$2.54/GA
Base line <u>monthly</u> fuel usage	
(Average of Aug, Sept, Oct, 2022 usage):	1,100 Gallons
Average diesel fuel price of preceding six months	\$2.89/GA
Price increase (per gallon)	\$0.35/GA
Fuel Adjustment price per gallon:	\$0.10/GA
<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:	\$2.54/GA
Base line <u>monthly</u> fuel usage	
(Average of Aug, Sept, Oct, 2022 usage):	1,100 Gallons
Average diesel fuel price of preceding six months	\$2.34/GA
Price decrease (per gallon)	\$0.20/GA
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:	\$2.54/GA
Base line <u>monthly</u> fuel usage	
(Average of Aug, Sept, Oct, 2022 usage):	1,100 Gallons
Average diesel fuel price of preceding six months	\$2.24/GA
Price increase (per gallon)	\$0.30/GA
Fuel Adjustment price per gallon:	\$0.05/GA
<u>Six month</u> credit adjustment to the Town:	\$330.00

Appendix IV
EXAMPLE “SORRY” STICKER

Dear Customer:

Sorry, we could not pick up your:

TRASH Because:

- Trash must be out by 7:00a.m.
- Trash must be placed in Town of Shutesbury PAYT trash bags.
- Bag too heavy (exceeds 35 lbs)
- Trash has been scattered by animals
- Trash contained hazardous or MassDEP-banned materials
- Trash contained a substantial amount of recyclable materials
- WE TOOK YOUR TRASH THIS TIME, BUT
WILL NOT THE NEXT TIME!
- OTHER _____

RECYCLABLES Because:

- This is paper week, not bottles and cans week
- This is bottles and cans week, not paper week
- Recyclables should not be in plastic bags or contain plastic bags
- Paper products need to be separated from glass/plastic and cans
- Items were not in recycling bin or container
- Paper items included soda or beer holders/cartons
- Container items were larger than 2 gallons
- All recyclables must be clean/free of food contamination
- No dirty diapers
- Recyclables contained trash
- These materials are not accepted in our recycling program
- Boxes must be flattened and folded to no more than 3'x 3' feet.
- OTHER _____

If you have any questions or need further information,
please call the Shutesbury Town Administrator at 259-1214.

THANK YOU!

Appendix V Schedule of Holidays

Community Eco Power and the Springfield Municipal Recycling Facility are closed for the following holidays during the term of this contract. Neither trash nor recycling materials will be collected on these days. Trash and recycling route collection for subsequent days of the week will be delayed by one day.

It is expected that trash and recycling will be picked up on all other collection days of the year. The annual holidays each year include:

New Year's Day

Memorial Day

Independence Day, July 4th

Labor Day

Thanksgiving Day

Christmas Day

Note, if a holiday falls on a weekend (Saturday or Sunday), or comes after a weekday collection day, then there is no effect on the pickup schedule.

Appendix VI

CURRENT COLLECTION ROADS & TOWN MAP

Town of Shutesbury

List of Roads goes here with a town map

Appendix VII

PRICE PROPOSAL SUBMISSION FORMS

MUNICIPAL SOLID WASTE AND RECYCLING SERVICES

THIS COMPLETED DOCUMENT MUST BE PLACED IN THE SEPARATELY SEALED PRICE PROPOSAL ENVELOPE

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

COMPANY NAME: _____

PROPOSAL PRICING:

Option #1: Weekly collection and transportation of Municipal Solid Waste and Recyclable Materials from households. Municipal Solid Waste will be delivered to Community Eco Partners (CEP) on Route 5 in Agawam and recyclable materials will be delivered to the Springfield MRF on Birnie Avenue in Springfield. The Town's mandatory waste reduction program requires that residents use special Town-provided Pay-As-You-Throw (PAYT) bags for solid waste, not to exceed 35 lbs in weight when filled. There is no limit to the quantity of material that may be recycled.

Year 1 (July 1, 2022 - June 30, 2023) \$ _____ total amount per year
Total amount per year written in words: _____

Year 2 (July 1, 2023 - June 30, 2024) \$ _____ total amount per year
Total amount per year written in words: _____

Year 3 (July 1, 2024 - June 30, 2025) \$ _____ total amount per year
Total amount per year written in words: _____

Year 4 (July 1, 2025 - June 30, 2026) \$ _____ total amount per year
Total amount per year written in words: _____

Year 5 (July 1, 2026 - June 30, 2027) \$ _____ total amount per year
Total amount per year written in words: _____

TOTAL AMOUNT FOR FIVE YEARS: \$ _____

Total amount for all five years written in words _____

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, 2022 - June 30, 2023) \$ _____ total amount per year
Total amount per year written in words : _____

Year 2 (July 1, 2023 - June 30, 2024) \$ _____ total amount per year
Total amount per year written in words : _____

Year 3 (July 1, 2024 - June 30, 2025) \$ _____ total amount per year
Total amount per year written in words: _____

Year 4 (July 1, 2025 - June 30, 2026) \$ _____ total amount per year
Total amount per year written in words: _____

Year 5 (July 1, 2026 - June 30, 2027) \$ _____ total amount per year
Total amount per year written in words: _____

TOTAL AMOUNT FOR FIVE YEARS: \$ _____

Total amount for all five years written in words _____

Additional Services:

Option #3: State availability of collection and processing of white goods, bulky items, and cathode ray tubes (CRTs) via direct arrangement (scheduling pick up and payment) between the Contractor and the residents. _____

Checking the box at the end of this sentence indicates that you are willing to offer a service (to be direct billed to the household) whereby town residents can contact your firm for pick-up of white goods, bulky items, and cathode ray tubes.

PRICE PROPOSAL SUBMISSION INFORMATION:

This Bid will be considered subject to appropriations. The Town reserves the right to reject any and all bids. Unit prices are 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 ____

Price Proposal Content:

Three (3) copies shall be provided in a sealed envelope labeled “RFP: SOLID WASTE & RECYCLING, PRICE PROPOSAL”

Each envelope shall contain:

1. Evidence of ability to obtain a performance bond.
2. Bank Reference
3. Financial Statements
4. Completed and signed Price Proposal Submission Forms

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: _____
Signature

By: _____

General Bidder

Business address

Title

City, state, and zip

Appendix VIII

TECHNICAL PROPOSAL SUBMISSION FORMS

MUNICIPAL SOLID WASTE AND RECYCLING SERVICES TOWN OF SHUTESBURY, MASSACHUSETTS

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 _____

Technical Proposal content: Nine (9) paper copies and one electronic copy shall be provided in a sealed envelope labeled 'RFP: SOLID WASTE & RECYCLING, TECHNICAL PROPOSAL'

1. Bid Deposit in the amount of 5% of the Proposal Price
2. The completed Technical Proposal Submission Forms (Appendix VIII)
3. Contractor Qualification and Program Description Questionnaire (Appendix IX)
4. Evidence of Insurance

ACKNOWLEDGEMENT OF ADDENDA:

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

_____, _____, _____, _____, _____

OTHER BIDDER INFORMATION REQUIREMENTS:

CERTIFICATE OF NON-COLLUSION: MANDATORY FORM

The undersigned certifies under the penalties of perjury that this bid 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 person submitting proposal/contract

Date

Name of Business

CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

Corporate Officer
(if applicable)

Appendix IX
 (To be submitted with the Technical Proposal)
**CONTRACTOR QUALIFICATION AND
 PROGRAM DESCRIPTION QUESTIONNAIRE**

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 at the start of entering 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 who will be doing the collection and removal of solid waste and recycling material 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 in Solid Waste and Recycling Collection has your organization had?

a. As a General Contractor _____

b. As a Sub-Contractor _____

B2. List municipal solid waste and recycling collection contracts your organization has in effect as of this date.

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.

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 collection 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 solid waste or recycling collection contract handled 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 of Shutesbury 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 the Town of 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 the Town of 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/leasing, state the reasons for this choice

C5. Where will the equipment 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 sub-contract or agent's contract and, if known, the name and address of sub-contract or agent, amount and type of his/her equipment. and financial responsibility.

C8. If you intend to subcontract any portion of this contract, from which subcontractors do you expect to require a bond?

C9. Please describe your method of notifying customers or residents of improper recycling separation at the curb:

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

Appendix X

SAMPLE STANDARD CONTRACT

**CONTRACT FOR THE PROCUREMENT
OF
SUPPLIES AND SERVICES**

MUNICIPAL SOLID WASTE AND RECYCLING SERVICES

VENDOR NAME: _____

July 1, 2022



Town of Shutesbury

TOWN OF SHUTESBURY, MASSACHUSETTS
Contract Documents for the Procurement of Supplies and Services

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Certificates of Vote		7	Certificate of
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Certificate of Non-Collusion		9	
Request for Proposal Document: Municipal Solid Waste and Recyclable Materials Collection, Disposal, and Processing; (ADDENDA); (NEGOTIATED SCOPE OF WORK)			
Attachment A			
Vendor: _____, Price Proposal			
Attachment B			

AGREEMENT

The following provisions shall constitute an Agreement between the Town of Shutesbury, acting by and through its Selectboard, hereinafter referred to as “Town”, and _____, with an address of _____ hereinafter referred to as “Contractor”, effective as of the _____ day of _____, 2022. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work in accordance with the specifications contained in [Attachment A - Scope of Services:](#)

[Shutesbury Request for Proposal document: Municipal Solid Waste and Recycling Services, \(INSERT ADDENDA\), \(INSERT NEGOTIATED SCOPE OF WORK\)](#)

ARTICLE 2: TIME OF PERFORMANCE:

During the contract term the Contractor shall complete all work and services as scheduled. The contract shall be for a period of five (5) years. The Contract and services will commence on [July 1, 2022](#) and will conclude at the end of day [June 30, 2027](#). At the option of the Town, and with the concurrence of the Contractor, this Contract may be extended for one (1) additional one-year term. Any Contract extension must be executed at least six months prior to June 30, 2027. The Contractor shall be liable to the Town for damages in the amount(s) as specified in Section 12.4: Penalties Related to Performance, of the Shutesbury Request for Proposal: Municipal Solid Waste and Recycling Services.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above, the contract sum of _____ as set forth in an attachment hereto in [Attachment B](#), the price proposal.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement herein:

- a) Request for Proposal (which shall apply except to the extent this Contract provides otherwise).
- b) Contractor’s Proposal (which shall apply except to the extent this Contract provides otherwise).
- c) Authorization of the governing body authorizing the work and services contemplated herein.
- d) Insurance certificates evidencing the insurance required.
- e) Tax Compliance Certification and Non-Collusion Statement.
- f) Addenda to RFP
- g) Amendments to the Agreement

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Contractor’s failure, for any reason, to fulfill its obligations under this Agreement in a timely and proper manner.

2. Contractor's violation of any of the provisions of this Agreement.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

ARTICLE 6: INDEMNIFICATION:

- a. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and save harmless the Town, Selectboard, and its respective duly elected or appointed officials, agents and employees (referred to collectively as "Town") from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as "demands") arising out of or resulting from any work performed pursuant to this Agreement including but not limited to any negligent acts, errors, or omissions of the Contractor, any subcontractor of the Contractor, or any person directly or indirectly employed by any of them, or by a defect of a product or design supplied by the Contractor or subcontractor. Such obligation shall not negate, abridge, or reduce in any way any additional indemnification rights of the Town, that otherwise may exist under statute or in law or equity.
- b. Contractor assumes full responsibility for relations with any subcontractors employed directly or indirectly by the Contractor and the Contractor shall defend, indemnify, and save harmless the Town from all demands made against the Town by such subcontractor, such subcontractor's agent or employee, or any person, as the result of such subcontractor's work performed pursuant to this Agreement including but not limited to negligent acts, errors, or omissions that arise out of, result from, or are connected with the performance of this Agreement or any subsequent Agreement and is not otherwise subject to indemnifications under subparagraph "a" above.
- c. The Contractor shall defend, indemnify, and hold harmless the Town from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Contractor for work performed in connection with the work hereunder or required by state or federal law, including but not limited to **Fair Labor Standards Act and Massachusetts Prevailing Wage Law**.
- d. The indemnification obligations of the Contractor and subcontractor shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the Contractor or subcontractor under any federal or state law.
- e. In the event of a breach of this Agreement by the Contractor, the Contractor shall pay the Town all reasonable attorney fees, costs and other litigation expenses incurred by the Town in enforcing its rights as a result of said breach in addition to any damages for said breach.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds. The contractor shall be obligated to provide services hereunder, only to the extent that said funds are available.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts. Any action brought pursuant to this Agreement shall only be filed in the Commonwealth of Massachusetts courts located in Franklin County.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can occur only when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. Additionally, all amendments and changes shall be approved by the Town Accountant prior to execution by the awarding authority. No amendment or change to the contract provisions shall be made until after written execution of the amendment(s) or change(s) to the Contract by both parties.

ARTICLE 11: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws. Prior to commencement of any work under this Agreement, the Contractor shall provide the Town Administrator with Certificates of Insurance which include the Town as an additional named insured and which include a thirty-day notice of cancellation to the Town.

ARTICLE 12: PREVAILING WAGE RATES

Minimum Wage Rates as determined by the Commissioner of Department of Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27H, as amended, apply to this service. A contract award will require the Contractor report and provide payment of

prevailing wage rates to applicable employees rendering service under this contract. A copy of the prevailing wages applicable to this contract is available in Attachment A per the Commonwealth of Massachusetts, Executive Office of Labor and Workforce Development Department of Labor Standards, Wage Request Number: 20141211-044

ARTICLE 13: SAFETY AND PROTECTION

Protection of Contractor's Employees: The Contractor shall comply with all applicable OSHA, State and municipal regulations and requirements for services and facilities in the performance of all requirements of this contract. OSHA safety requirements and training certification shall be adhered to for all personnel working on Town property.

ARTICLE 14: PERFORMANCE BOND

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. The successful Contractor shall furnish a properly executed Performance Bond to the Town within ten (10) working days from the date of the postmark on the written Notice of Intent to Award the Contract. The Contractor will be responsible for renewing the Performance Bond for each year of the contract. Failure of the Contractor to deliver such a Bond within such time shall constitute grounds for the Town to declare the Proposal Bond forfeited, but the Town may, in its sole discretion, extend such time period.

ARTICLE 15: FUEL ADJUSTMENT

During the life of this contract, mileage incurred by diesel hauling vehicles that service the Shutesbury solid waste and recycling route may qualify for additional reimbursement to the Contractor or credit to the Town of Shutesbury. Reference the Shutesbury Request for Proposal document, Section 8: Fuel Adjustment, for terms, conditions, and procedure for qualifying and determining fuel adjustments

ARTICLE 16: Licenses and Fees

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Agreement) required to conduct the activities pursuant to this Agreement and shall promptly pay all fees, taxes or other state or municipal costs necessary for said licenses, permits or activities.

ARTICLE 17; Compliance with the Law

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, regulations, rules, by-laws and codes of the local, state and federal government such provisions being incorporated herein by reference, provided however, the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances on the subject.

The Contractor is advised that wages paid in connection with this work are subject to Massachusetts General Laws, Chapter 149, Section 27F.

ARTICLE 18: Access to Records

Contractor will make all books, accounts, data, records, reports, files and other papers required to be kept or kept in the course of the work to be performed under this Agreement available at all reasonable times for inspection, review and audit by the Town or its authorized representative.

ARTICLE 19: Rights and Remedies

The Town's rights and remedies provided in this Agreement are in addition to any other rights and remedies provided by law.

ARTICLE 20: CONFLICT OF INTEREST

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 of either party, or its designee, 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 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 Contract. 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.

ARTICLE 21: SEVERABILITY/INTERPRETATION

In the event that any provision of this Contract shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Contract or modified so as to render it reasonable, and the remaining provisions of this Contract or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Contract. Further, should this Contract omit any statutory or regulatory requirements which would otherwise render this Contract illegal, then this Contract shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

For purposes of interpreting this Agreement in the context of a dispute over its terms or otherwise neither party shall be considered the drafter of this Agreement and neither party shall have any provision of this Agreement construed in its favor as a result of its role in drafting this Agreement or its bargaining power with respect to this Agreement, Consultant's Services, the Project, or otherwise.

ARTICLE 22: STATUTORY COMPLIANCE:

22.1 This contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the contract or contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the contract, the provisions of General Laws are incorporated by reference into this contract, including but not limited to the following:

General Laws Chapter 30B - Procurement of Goods and Services

General Laws Chapter 30, section 39 et. seq. - Public Works Contracts

General Laws Chapter 149, section 44A et. seq. - Public Buildings Contracts

General Laws Chapter 25A - Division of Energy Resources

22.2 Wherever applicable law mandates the inclusion of any term and/or provision into a municipal contract, this section shall be understood to import such term or provision into this contract. To whatever extent any provision of this contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

22.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the contract. If the Contractor performs the contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.

22.4 The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal By-laws and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work, if any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and subcontractors to observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town and its duly appointed agents against any claim or liability arising from or based on any violation whether by Contractor, its agents, employees or Subcontractors or any such law, by-law, regulation or decree.

ARTICLE 23: Nondiscrimination

The Contractor shall not discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.

ARTICLE 24: Entire Understanding

This Agreement, together with the attachments hereto, if any, represent the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L.v.62C, S49A, I certify under the penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By: _____
Corporate Officer
(If applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

TOWN of SHUTESBURY

By

Awarding Authority Authorization:

Printed Name and Title

by its Selectboard, Chair

TOWN OF SHUTESBURY

and/or by its Selectboard Members:

Procurement Compliance:

by its Town Administrator

Certification as to Availability of Funds:

by its Town Accountant

CERTIFICATE OF VOTE

(Corporations only should complete this form)

At a duly authorized meeting of the Board of Directors of the

_____ held on _____ it was VOTED
(Name of Corporation) (Date)

_____ (Name) _____ (Officer)

that this company be and hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company shall be valid and binding upon this company.

I hereby certify that I am the clerk of the above named corporation and that _____ is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

_____ (Date) _____ (Clerk)

Corporate Seal

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CERTIFICATE OF INSURANCE

(PROVIDE AN INSURANCE CERTIFICATE NAMING THE TOWN AS INSURED UNDER THE POLICY)

This is to certify that the _____ (Company) has issued the policies listed below, that these policies are written in accordance with the Company's standard policies and endorsements, except as indicated below or as noted in the attachments hereto, which policies and endorsements will be made available to OWNER upon request, that they provide coverage and limits of liability shown with respect to the insurance indicated, that they are in force on this date, that all deductible amounts are indicated below, and that this Certificate is furnished in accordance with and for the purpose of satisfying the requirements of OWNER in connection with the award and performance of a contract or agreement between the Town of _____ (OWNER) and

1. Name of Insured _____
2. Address of Insured _____
3. Location and Description of Work _____

Project Contract No. _____

Coverage and Limits of Liability (at least as shown below)

Bodily Injury	Property Damage		Liability		Liability	
Policy Number	Effective Date	Expiration Date	Each Occurrence	Aggregate	Each Occurrence	Aggregate

A. Owners Protective Liability has been issued at the expense of Above Insured to _____ (Owner)

_____ \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000

B. Comprehensive General Liability

_____ \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000

Including:

- | | |
|----------------------------------|-------------------------------|
| 1. Operations/Premises | 4. Contractual as Below |
| 2. XCU | 5. Independent Contractors |
| 3. Products/Completed Operations | 6. Broad Form Property Damage |
| | 7. Personal Injury |

C. Auto Liability

Including:	1. All Owned	Each Person	Each Accident	Each Accident
	2. Hired	\$1,000,000	\$1,000,000	\$1,000,000
	3. Non-owned	_____	_____	_____

D. Workman's Compensation

Compensation Statutory State(s)

Coverage B Limit \$1,000,000 if Applicable

E. Umbrella Liability \$ _____ Aggregate

F. Builder's Risk Insurance - "All Risk" Completed Value Form

\$ _____ As Specified in Contract or Agreement

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the 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 person signing bid or proposal)

(Name of Business)

(Date)