

Tri Town Alliance (Quincy, Braintree & Weymouth) Regional
Procurement for Solid Waste & Recycling Services
ONE YEAR RESULTS (July 1, 2008-June 30, 2009)

How it began... The purpose of the Tri Town Alliance initiative was to produce a Request for Proposals for curbside collection of solid waste/recycling services, utilizing the economy of scale purchasing advantage. Quincy has 28,000 households and by adding Braintree's 10,000 households and Weymouth's 17,000 the result was 56,000 households or a 42% increase in purchasing power even for a City as large as Quincy. Quincy, Braintree and Weymouth all had new Mayors in January of 2008. As a result, the Mayors held meetings to discuss common issues in order to achieve resolutions by incorporating Best Management Practices. The Mayors were looking for new ways to address old problems. One of the issues was the escalating cost of solid waste. The Mayors then contracted a consultant who researched the feasibility of doing a joint RFP. The research indicated that it would be a viable option rather than doing business as usual. The three communities contracted the consultant to put together the RFP and handle the bid process. Each community shared in the consulting costs, so they each only paid 1/3 of a consulting fee.

The political side of doing a joint RFP was part of the mix as each Mayor wanted the best for their community. Also, since each community had differences in their services, each Mayor wanted to maintain the level of services being provided. Initially the Mayors met with their designee(s) who were responsible for daily solid waste operations. There were discussions about how service differences could be worked out while staying united as an Alliance. Since a regional RFP for curbside collection had never been done on the South Shore, there was some apprehension that was addressed through open discussions. After meeting together, the Mayors gave the "team" the approval to move forward.

The process started with the formation of the working team...Weymouth DPW Director, Bob O'Connor; Braintree Recycling Chair, Jeff Kunz; Quincy DPW Program Manager, John Sullivan and the consultant, Rosemary Nolan, along with participation from the Municipal Assistance Coordinator, Janine Delaney, from Ma DEP. Meetings were held once a week, and numerous phone calls and emails took place in between each meeting. About 6-8 contracts from other communities were researched, in order to try to capture the best language. The issue of different service needs was solved by doing a separate pricing page for each community. During the process, there was pressure from some vendors who were opposed to the three communities doing a regional bid. They said the regional bid had no real merit. Some vendors actually tried to insist that the Alliance break up as they only wished to bid on Quincy or to bid only on the combination of Weymouth and Braintree. Other vendors tried to dictate how to write the RFP, so that they could sell the services they wanted to provide, instead of what the municipalities were asking for!

There were incredible time constraints. Work started in January and the RFP went out in March. However, the team was successful in writing up a new format style for an RFP, as well as completing the advertising, holding pre-bid meetings with vendors, and doing several amendments to address questions. The Mayors held meetings to discuss the pros and cons of the bid results and ultimately made the decision, in April, to award the contracts for all three communities to Capitol Waste Services of Boston. One of the reasons Capitol was successful in getting the contract was that their pricing was based on a single entity and other bid responses were not. Other vendors treated each community as a separate entity and, therefore, priced their responses higher. Because the three communities abut each other, with the disposal site in the center in Braintree, we felt there were logistical savings with manpower and trucks for a vendor. This proved to be true even though this negotiation took place during the height of the gasoline crisis.

The advantages truly merited doing a regional procurement. All three communities realized a reduction in their new contract costs over their existing contracts that were expiring. For the first time ever, a new solid waste contract cost less than the one that was lapsing. Quincy saw a cost reduction of \$180,000 per year over the 9 years of the contract = \$1.6 million dollars in taxpayer dollar savings; Weymouth's annual reduction was approximately \$150,000 = \$1.3 million dollars over the 9 years of the contract, and Braintree realized a little over \$80,000 in annual savings = \$750,000 in savings over the life of the contract. The communities also enhanced their revenue stream contracts from recycling and scrap metal beyond what they had in place in previous years. There was no fuel surcharge clause included, and the Consumer Price Index-Urban was utilized for future increases.

Thinking outside the box is a challenge and can be more work and create nervous tension, but if goals are met, the reward is well worth it. The Tri Town Alliance feels the proof is in the pudding, and that they were right to maintain a united front. They knew what they could have regarding services and costs doing business as usual, but didn't know for sure what would happen if they tried something different. What did happen was that the Tri Towns saved money at a critical time. Also, 2 of the 3 communities did not have a dedicated solid waste person and the third community had someone new to the solid waste field. Since Weymouth and Braintree had shared a route supervisor in the past, the RFP stated there could be 2 route supervisors instead of three if the vendor provided a technical assistance grant to all three communities for a total of 28 hours per week for the term of the contract. This was done and resulted in each of the 3 communities having a solid waste consultant to assist with their solid waste and recycling issues/programs for the term of the contract at no cost to them. That person is a grant from Capitol Waste Services who works on behalf of the communities and is housed out of a Braintree municipal building.

Recycling saw big changes. The three communities went Single Stream and encouraged residents to reduce their trash by one barrel and convert that barrel into a recycling container utilizing a town/city supplied wrap around Single Stream Recycling sticker. The Alliance was not in a position to purchase 64 or 95 gallon totes. In speaking to some residents, they stated that did not want the larger containers. A resident owned, 32-34 gallon trash can converted to a recycling container works great and people love it. This also eliminates the need to buy recycling bins. All three communities have stopped purchasing them, saving additional thousands of dollars. The Tri Towns decided to request a flat fee per ton for revenue rather than tying into the market. Three months later the market crashed but the Tri Towns are still receiving their \$22.00 per ton based on all categories of materials...paper, cardboard, co-mingled! Another time when thinking outside the box paid off. Due to this new approach to the recycling revenue, the Tri Town Alliance communities received: Braintree \$47,386.00, Quincy received \$104,000.00, and Weymouth received \$71,676.00.

Recycling: The goal was to have a 5-10% recycling increase the first year of the program. After one year, the results are as follows: Braintree increased recycling by 9.29% over the prior Fiscal Year (July, 1, 2007-June 30, 2008); Weymouth, by 8.47% and Quincy by 17.88% over the prior Fiscal Year.

Trash: The goal was to have a 5-10% decrease in trash tonnage the first year. Braintree reduced trash by 1,823 tons (11.93%) over the prior year (cost savings is \$91,150); Weymouth reduced trash by 1,109 tons (5.26%) over previous year (cost savings \$99,533), and Quincy reduced trash by 2,375 tons (7.25%) over previous year (cost savings \$206,435).

Collectively the Tri Town Alliance goal was to increase recycling 15% and reduce trash 15%. The results were that collectively (all 3 municipalities combined) the Tri Town increased recycling by 35.66% and reduced trash 20.83%.

<u>Disposal Savings/Less Tonnage + Contract Savings = Total Savings + Addl Positive \$ Impacts**</u>				
Weymouth	\$ 99,533	\$150,000	\$249,533	\$ 81,676
Quincy	\$206,435	\$180,000	\$386,435	\$117,000
Braintree	\$ 91,150	\$ 80,000	<u>\$171,150</u>	<u>\$ 53,386</u>
Total Tri Town Alliance Savings/Benefits 1st Year = \$807, 118 + \$252,062 = <u>\$1,059,180.00</u>				

****Additional Positive \$ Impacts Explained****

	<u>From Recycling Tonnage Revenue</u>	
Weymouth	\$71,676.00	(7/1/08-6/30/09)
Quincy	\$104,000.00	“
Braintree	\$47,386.00	“

<u>Savings from eliminating purchase of recycle bins</u>	
Weymouth	\$6,000 (Every Year)
Quincy	\$9,000 (Every Year)
Braintree	\$2,000 (Every Year)

Community Funds donations from Capitol Waste Services

Each municipality receives approximately \$4,000 yearly (x 9 contract years = \$36,000).

Municipalities receive a set amount per household. Funds pay for printing, and outreach materials, plus barrel \$5 discount coupons, cloth shopping bags, mood pencils & public area recycling containers.

Municipal Autonomy was protected as the regionalization was strictly for the procurement process. Each community now has their own contract(s) with each vendor who is involved in providing solid waste related services. Each community is billed directly and receives their individual tonnage reports from Semass/Braintree Transfer Station and Recycle America’s processing plant in Avon.

Conclusion – In the end, every community is different in some way. Certain components of services may work for one but may not work for another, or may not be appealing to another. However, the Tri Town Mayors developed a consensus that curbside communities do have enough in common to be able to work together in regional purchasing efforts, in order to realize mutual benefits and savings. In this challenging economy, the regional purchasing proved to be a valuable tool to avoid cutting services, and to realize cost savings. Even two municipalities joining together will produce beneficial results. As with every commodity purchase, costs decrease as the volume of the purchase increases; the same concept applies to increasing purchasing power in solid waste services. The final piece for cost savings is long term contracts of 5-10 years. For example, the Tri Town Alliance has a base contract of 5 years, with two, 2-year extensions, for a total of 9 years. This locks in costs for long term budget planning and also helps the vendor to provide more reasonable bid responses as he knows he will recuperate the cost of his investment in equipment and manpower.

An unexpected benefit from the regional effort was the realization of the value in continuing communication, via meetings every 6 weeks. The sharing of ideas, solutions, and joint purchasing on additional items has become a valuable asset to the Tri Town Alliance team. Positive feedback from other communities regarding the innovative approach to the RFP as well as being cited by municipal publications for Best Management Practices has been another unexpected benefit.

Request for Proposals for Solid Waste, Yardwaste & Recyclable Materials Collection & Transportation

**City/Towns of Braintree, Weymouth & Quincy
Massachusetts**

**Date Issued: March 3, 2008
Responses Due: April 4, 2008**

Released by:

**Tri Town Alliance
C/O Town of Braintree
Solid Waste/Recycling Office
Braintree Town Hall
1 JFK Memorial Drive
Braintree, MA 02184**

Curbside Collection, Disposal, and Processing Contract

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Article 1 - Overview

Description of Contract, Community Profiles, & Historical Information

The Municipalities of Quincy, Braintree, and Weymouth, Massachusetts, collectively referred to as the "Municipalities", currently contract for curbside solid waste collection, on a Monday through Friday basis. During a holiday week, collection is delayed one day following the holiday and Saturday is the makeup day for Friday, should the need arise. Recyclables are collected curbside on a weekly basis in Quincy and Braintree, and on a bi-weekly basis in Weymouth, although Weymouth reserves the option to change to a weekly recycling collection. Yardwaste curbside collection services are scheduled in the spring and fall, with Christmas tree collection in January. A weekly price will be quoted for the yardwaste service as a separate line item so that each Municipality can advise the Contractor as to their own specific needs for the number of weeks the service is to be provided. The Contractor shall provide the Municipalities with curbside municipal solid waste, yardwaste, and recyclable materials collection, and transportation for disposal and/or processing services for recyclables.

Term of the contract will be for a seven (7) year period commencing July 7, 2008, and ending June 30, 2015, and will also include three (3) options for one (1) year extensions through June 30, 2018. It will be at the discretion of each Municipality as to whether or not they exercise the option periods after the seven year term of the contract.

Contract Price The contract price for the second year of the Contract (for the period of July 1, 2009 through June 30, 2010) shall be based on the previous year's Contract cost. The contract price for each subsequent year after the second year of the contract, commencing July 1, 2010, and its extensions, shall be based on the previous year Contract cost, and the actual increase or decrease in the change in the annual Cost of Living Price Index for all Urban Consumers (CPI-U) as published by the U.S. Department of Labor, Bureau of Statistics, Boston Labor Division of the Northeast Region, but shall not exceed 1.5% each year. The annual contract cost adjustment shall be based on the change in the CPI-U published for March of the proceeding year for the forthcoming contract year.

Historical Information on solid waste and recycling for the past year for each Municipality is listed below. Facts stated are accurate to the best knowledge of the Municipalities. The Contractor is responsible for establishing, to their own satisfaction, the conditions of the work that is the subject of their proposals.

Braintree: Solid Waste	Approximately 15,000 Tons	Yardwaste 1,000 Tons
Recyclables: Commingled	675 Tons	Paper 1,650 Tons
		White Goods 15 Tons

Quincy: Solid Waste	Approximately 29,068 Tons	Yardwaste 4,064 Tons
Recyclables: Commingled	883 Tons	Paper 3,146 Tons
		White Goods 372 Tons

Weymouth: Solid Waste	Approximately 22,000 Tons	Yardwaste 4,000 Tons
Recyclables: Commingled	671 Tons	Paper 2,135 Tons
		White Goods 400 Tons

The Town of Braintree is a suburban community with a population of approximately 33,600 people living in approximately 9,634 households. Of those, approximately 9,600 households receive municipal curbside collection services. In 2007, the Town collected 15,500 tons of solid waste, 1,650 tons of mixed paper and 675 tons of commingled materials, for a total of 2,325 tons, and 15 tons of white goods. There are 144 miles of road in the Town, which occupies an area of roughly 13.7 square miles.

Braintree

Single Family Residences:	9,138
Two Family Residences:	380
Three Family Residences:	60
Four Unit Residences:	22

Total of 9,600 Residences or Households Served

Curbside Collection, Disposal, and Processing Contract

The City of Quincy is a suburban community with a population of approximately 90,000 people living in approximately 42,000 households, of which approximately 40,185 receive municipal curbside collection services. In 2007, the City collected 29,068 tons of solid waste, and 3,146 tons of mixed paper and 883 tons of commingled materials, for a total of 4,029 tons, plus 372 tons of white goods. There are 171.2 miles of accepted roads in the City and 17.6 private roads.

Quincy Single Family Residences:	14,606
Two Family Residences:	3,223
Three Family Residences:	609
Four – Eight Unit Residences	1,176 (being served)
Condominium Units	5,032
Total of 40,185 Residences or Households Served	

The Town of Weymouth is a suburban community with a population of approximately 54,000 people living in approximately 18,200 households, of which approximately 16,943 receive municipal curbside collection services. In 2007, the Town collected 21,000 tons of solid waste, and 2,135 tons of mixed paper and 827 tons of commingled materials, for a total of 3,362 tons, plus 400 tons of white goods. There are approximately 200 miles of roadway in the Town.

Weymouth

Single Family Residences:	13,059
Two Family Residences:	840
Three Family Residences:	101 (only 79 receive service)
Four-Eight Family Residences:	75 (only 25 are being served)
Condominiums:	2,940
Total of 16,943 Residences or Households Served	

1-A Description of Solid Waste Collection Programs

All residents, as described within this RFP, have the ability to participate in the municipal curbside program. Once the bid award is made, each Municipality will have their individual contract with the vendor(s). It will be up to each Municipality to determine if condominiums are included in the billing of the Municipal contract or if the condominiums are to be billed directly from the hauler to the condominium complex, utilizing the contract pricing. Condominiums may also contract privately with an independent hauler for these services in accord with each Municipality’s Board of Health Hauler Regulations. Currently condominiums in Quincy and Weymouth are being serviced with their Municipal programs.

1-B Municipal Facilities & Schools

Municipal Buildings, Housing Authorities, and Schools included within the scope of this Request for Proposals and are listed by each Municipality and form Attachments 1, 2 & 3, Braintree, Weymouth and Quincy respectively. The Contractor shall collect solid waste and recyclable materials from these facilities with a combination of dumpster/toters provided by the contractor. Should small dumpsters be able to be emptied into the residential route packer, there will be no additional charge, and no hauling charge. Braintree owns their own dumpsters at their Recycling Center. After collection, the solid waste shall be transported to the Covanta Semass Transfer Station located on Ivory Street in Braintree. Recyclables shall be transported to, and unloaded at one of three potential Processing Facilities as designated by the Municipalities, potentially FCR, Charlestown, Waste Management in Avon or Allied Waste in Brockton, or shall be transported to a Federal and State permitted Recycling Facility acceptable to each Municipality. Dumpsters for recyclables shall be provided at the Municipalities’ individual Recycling Drop-off areas at no cost.

1-C Exemption from Commonwealth of Massachusetts, General Laws, Chapter 30B

The provision of solid waste and recyclables collection services are exempt from the Chapter 30B process and this document, while resembling certain portions of the Chapter 30B process, is not intended to comply with the 30B process. Furthermore, the Municipalities reserve the right to award the contracts to other than the lowest bidder, and to negotiate contract prices with any bidder. The Municipalities also reserve the right to reject any and all

Curbside Collection, Disposal, and Processing Contract

responses, if it is in the best interest of the Municipalities to do so, and to cancel this procurement process at any time.

1-D Proposals

The Municipalities, by and through the Braintree Solid Waste & Recycling Office, 1 JFK Memorial Drive, Braintree, MA 02184 will accept proposals from qualified parties for providing the following services: curbside solid waste collection inclusive of bulk items (1-2 per week); curbside recycling collection and transportation via dual stream and/or single stream; material processing and revenue sharing via dual stream and/or single stream; curbside yard waste collection; curbside Christmas tree collection, curbside white goods collection (via separate truck) by each Municipality to be delivered to a designated site. The Tri Town Alliance of Quincy, Braintree & Weymouth have the option of implementing or adding Single Stream Collection of Recyclables and/or the RecycleBank Program via Pilot Programs at the onset of this contract with possible expansions in the future, if it is in the best interest of the Municipalities. The proposals will be received at the Braintree Solid Waste & Recycling Office located in the basement level of Braintree Town Hall, 1 JFK Memorial Drive, Braintree, MA 02184 until 10:00 AM on March 24, 2008 (Monday). There will not be a public opening or reading of the proposals and all proposals will be considered confidential until the contract has been awarded. **These proposals are not governed under Massachusetts General Laws Chapter 30B, and as such, the Municipalities reserve the right to negotiate terms after the proposals have been received.**

Proposals shall be submitted in two separate sealed envelopes, one clearly marked on the outside with the following: "Proposal for Tri Town Alliance Solid Waste Curbside Collection Contract "**Criteria**" and the other marked on the outside with the following: "Proposal for Tri Town Alliance Solid Waste Curbside Collection Contract "**Pricing**". The RFP packet may be obtained after March 3, 2008, at the Braintree Solid Waste & Recycling Office. The Municipalities reserve the right to waive any informality; and to reject any or all proposals if deemed not to be in the best interest of the Municipalities.

Each proposal must contain the following:

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

Nothing in this RFP shall require that the Municipalities take the lowest price proposal. Instead, the Municipalities reserve 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.

Technical Criteria

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

- Prior experience with contracts of similar scope
- Completeness of the proposal
- Quality of the services proposed
- Qualification of the provider based on established professional credibility & financial strength
- Capacity to complete projects: Audited financial statement for the most recent fiscal year. The financial information shall remain confidential and not be a public record.
- Revenue: Submit revenue under contract for the next five (5) years.
- Proposed equipment

Curbside Collection, Disposal, and Processing Contract

- Two References from other municipalities(To be included in Response to RFP)

1-E Pricing Format will be submitted **separately for each Municipality**, resulting in three pricing sheets as included in the RFP, with the individual line items as listed below. The collections, reporting and billing will also be handled separately and directly with each Municipality by the Contractor after the bid has been awarded.

****Municipalities are not willing to have the refuse from one Municipality combined with that of another****

NOTE: The Municipalities reserve the option to designate a substitute delivery site for Recycling should a Recycling Transfer Station or a Recycling Materials Processing Facility open within one of the three Municipalities of Quincy, Braintree, or Weymouth. Preference may be given to Contractors proposing to perform all services (solid waste, recyclables and yard waste). However, the Municipalities reserve the right to award separate contracts for each service if it is found to be clearly in their best interest to do so. The Municipalities reserve the right to award all collection and transport services to a single Contractor, or to award separate contracts for each component.

The bid response is based on an average of _____ number of trash barrels or its equivalent, per household, i.e., an average of 3 (34 gallon) trash cans or its equivalent in bags.

QUINCY PRICING

SOLID WASTE PROPOSALS will include a separate line item for:

- Residential Solid Waste Curbside Collection & Transportation:
Lump Sum Per Year \$ _____
- Dumpster Collection & Transportation (per haul) 30 Yds. \$ _____ 15 Yds. \$ _____
10 Yds. \$ _____ 8 Yds. \$ _____ Other Size \$ _____ Other Size \$ _____
- White Goods Collection/Transportation (via separate vehicle) to designated site within the Municipality
a. Cost Per Item \$ _____ b. Alternate Pricing _____
- Public Area Trash Containers (Approximately 100 throughout the City)
Cost Per Location \$ _____ b. Alternate Pricing _____

YARD WASTE PROPOSALS

- Yard Waste Collection/Transportation (per week) \$ _____
- Christmas Tree Collection/Transportation (per week) \$ _____

RECYCLING PROPOSALS

Curbside Collection, Disposal, and Processing Contract

Single Stream – Modified

(This would not be automated & utilize 36 gal. trash containers w/recycling sticker for identification.)

Quincy may do a Single Stream, RecycleBank Pilot Program one day each week in the first year of the new contract. RecycleBank would pay to retrofit 2-3 packers for Single Stream/RecycleBank, to be utilized one collection day per week in each of the three communities and would provide the toters also.

- A. Residential Recyclables Curbside Collection & Transport (**Modified Single Stream**):
Lump Sum Per Year Weekly Collection \$ _____
- B. Single Stream Residential Curbside Collection & Transport (**Regular Single Stream** w/96 gal. toters),
effective 7/1/09 and forward.
Lump Sum Per Yea Weekly Collection \$ _____
Contribution toward toter cost \$ _____
- Dumpster Collection & Transportation (per haul)
30 Yard \$ _____ 10 Yard \$ _____ 8 Yards \$ _____ 6 Yard \$ _____ Other \$ _____
- Single Stream MRF Processing Fee and/or Alternative, effective 7/1/08
\$ _____

- Amount of funding from Single Stream MRF for 96 gal. toters, effective 7/1/09 \$ _____
- Revenue Sharing Formula and/or Alternative effective 7/1/09 \$ _____

- Public Area Recycling Containers
Lump Sum Per Year \$ _____ or Cost Per Location/Container \$ _____

Dual Stream Recycling

- Residential Recyclables Curbside Collection & Transport (**Dual Stream**)
Lump Sum Per Year Weekly Collection \$ _____
- Dumpster Collection & Transportation (per haul) \$ _____
- MRF Processing Fee and/or Alternative \$ _____

- Revenue Sharing Formula and/or Alternative _____

- Public Area Recycling Containers

Curbside Collection, Disposal, and Processing Contract

Lump Sum Per Year \$ _____ or Cost Per Location/Container \$ _____

WEYMOUTH PRICING

SOLID WASTE PROPOSALS will include a separate line item for:

- Residential Solid Waste Curbside Collection & Transportation:
a. Lump Sum Per Year \$ _____
- Dumpster Collection & Transportation (per haul) 30 Yds. \$ _____ 15 Yds. \$ _____
10 Yds. \$ _____ 8 Yds. \$ _____ Other Size \$ _____ Other Size \$ _____
- White Goods Collection/Transportation (via separate vehicle) to designated site within the Municipality
a. Cost Per Item \$ _____ b. Alternate Pricing _____
- Public Area Trash Containers
Cost Per Location \$ _____ Alternate Pricing \$ _____

YARD WASTE PROPOSAL

- Yard Waste Collection/Transportation (per week) \$ _____
- Christmas Tree Collection/Transportation (per week) \$ _____

RECYCLING PROPOSALS

Single Stream – Modified

(This would not be automated & utilize 36 gal. trash containers w/recycling sticker for identification.)

Weymouth may do a Single Stream, RecycleBank Pilot Program one day each week in the first year of the new contract. RecycleBank would pay to retrofit 2-3 packers for Single Stream/Recycle/Bank, to be utilized one collection day per week in each of the three communities, and would provide the toters also.

- A. Residential Recyclables Curbside Collection & Transport (**Modified Single Stream**):

Lump Sum Per Year for Weekly Collection \$ _____
Lump Sum Per Year for Bi-Weekly Collection \$ _____
- B. Single Stream Residential Curbside Collection & Transport (**Regular Single Stream** w/96 gallon toters) effective 7/1/09 and forward.

Lump Sum Per Year for Weekly Collection \$ _____
Lump Sum Per Year for Bi-Weekly Collection \$ _____
Curbside Collection, Disposal, and Processing Contract

Contribution toward toter cost \$ _____

- Dumpster Collection & Transportation (per haul)
31 Yard \$ _____ 10 Yard \$ _____ 8 Yards \$ _____ 6 Yard \$ _____ Other \$ _____

- MRF Processing Fee and/or Alternative
\$ _____
-

- Amount of funding from Single Stream MRF for 96 gal. toters effective 7/1/09 \$ _____

- Revenue Sharing Formula and/or Alternative \$ _____
-

- Public Area Recycling Containers
Lump Sum Per Year \$ _____ or Cost Per Location/Container \$ _____

Dual Stream

- Residential Recyclables Curbside Collection & Transport (**Dual Stream**)
 - a. Lump Sum Per Year Weekly Collection \$ _____
 - b. Lump Sum Per Year/Bi-Weekly Collection \$ _____

- Dumpster Collection & Transportation (per haul) \$ _____

- MRF Processing Fee and/or Alternative \$ _____
-

- Revenue Sharing Formula and/or Alternative _____
-
-

- Public Area Recycling Containers
Lump Sum Per Year \$ _____ or Cost Per Location/Container \$ _____

BRAINTREE PRICING

SOLID WASTE PROPOSALS will include a separate line item for:

- Residential Solid Waste Curbside Collection & Transportation:
Lump Sum Per Year \$ _____
- Dumpster Collection & Transportation (per haul) 30 Yds. \$ _____ 15 Yds. \$ _____
10 Yds. \$ _____ 8 Yds. \$ _____ Other Size \$ _____ Other Size \$ _____
- White Goods Collection/Transportation (separate vehicle) & deliver to designated site within the Municipality
a. Cost Per Item \$ _____ b. Alternate Pricing _____
- Public Area Trash Containers
Cost Per Location \$ _____ b. Alternate Pricing _____

YARD WASTE PROPOSALS

- Yard Waste Collection/Transportation (per week) \$ _____
- Christmas Tree Collection/Transportation (per week) \$ _____

RECYCLING PROPOSALS

Single Stream – Modified

(This would not be automated & utilize 36 gal. trash containers w/recycling sticker for identification.)

Braintree may do a Single Stream, RecycleBank Pilot Program one day each week in the first year of the new contract. RecycleBank would pay to retrofit 2-3 packers for Single Stream/RecycleBank, to be utilized one collection day per week in each of the three communities and would provide the toters also.

- A. Residential Recyclables Curbside Weekly Collection \$ _____
- B. Single Stream Residential Curbside Collection & Transport (**Regular Single Stream** w/96 gallon toters), effective 7/1/09 and forward.

Lump Sum Per Year Weekly Collection \$ _____

Contribution toward toter cost \$ _____

Curbside Collection, Disposal, and Processing Contract

- Dumpster Collection & Transportation (per haul)
32 Yard \$ _____ 10 Yard \$ _____ 8 Yards \$ _____ 6 Yard \$ _____ Other \$ _____

- MRF Processing Fee and/or Alternative
\$ _____
-

- Amount of funding from Single Stream MRF for 96 gal. totes effective 7/1/09 \$ _____

- Revenue Sharing Formula and/or Alternative \$ _____
-

- Public Area Recycling Containers
Lump Sum Per Year \$ _____ or Cost Per Location/Container \$ _____

DUAL STREAM

- Residential Recyclables Curbside Collection & Transport (**Dual Stream**)
Lump Sum Per Year Weekly Collection \$ _____

- Dumpster Collection & Transportation (per haul) \$ _____

- MRF Processing Fee and/or Alternative \$ _____
-

- Revenue Sharing Formula and/or Alternative _____
-
-

- Public Area Recycling Containers
Lump Sum Per Year \$ _____ or Cost Per Location/Container \$ _____

1-F Pre-proposal Meeting

A mandatory pre-proposal informational meeting will be held on **March 10, 2008 (Monday) at 10:00 AM** in Fletcher Hall (basement level) at **Braintree Town Hall**, 1 JFK Memorial Drive; Braintree, Massachusetts. Questions and comments on the RFP are welcome and prospective contractors should hold all questions and comments for the pre-bid meeting. It is preferable to have the questions in writing at the meeting. Notes will be taken at the pre-bid meeting and distributed to all attendees after being transcribed.

1-G RFP & Contract Implementation Schedule

The following are the projected milestone dates:

- Input gathering from Tri Town Alliance & various municipal contracts – January/February, 2008
- Form RFP Response Evaluation Committee (2 representatives from each Municipality)
- Initial legal counsel review of RFP – January 22-Jan 29, 2008
- Initial RFP Draft – February 8
- Final legal counsel review – February 11-20
- Evaluation Committee Meeting for Review February 20 (J. Kunz., B. O'Connor, J. Sullivan)
- Finalization of RFP Document February 21
- Submittal deadline to advertise is Feb. 27 for publication March 3 – Central Register
- Advertise in “The Patriot Ledger” – March 3, 2008-Ad will be submitted & paid for by Weymouth
- Have RFP available to be picked up by vendors – March 3, 2008 @ Recycling Office, Braintree Town Hall
- Mandatory Pre-Bid Meeting - March 10 @ 10:00 AM-Braintree Town Hall-Fletcher Hall/Basement Level
- Receive RFP Responses @ Braintree Town Hall – March 28 (Friday) by 10:00 AM
- Review & Evaluate Technical Proposal & Price @ Braintree Town Hall - March 28
- City Council (s) approval for contract beyond three years on Council Agenda April 7-Weymouth & Quincy
- Award Contract Date April 8
- Initial meeting with successful vendor - April 9 @ 10:00 AM
- Public Education & Outreach Period – April 10 – July 31

1-H Legal Advertisement to appear in: The Central Register Monday, March 3, 2008, and in “The Patriot Ledger” on March 3, 2008.

Article 2 Contract Definitions

COMMERCIAL RECYCLING PROGRAM – Recycling program that collects mixed paper and commingled containers from apartments, condominiums, and commercial establishments using 65- or 95-gallon wheeled carts. Each municipality will determine if such a program exists or not.

COMMERCIAL SUBSCRIBER – Any apartment or condominium complex or commercial facility that subscribes to the commercial recycling program.

CONTRACTOR – The selected contractor that is signatory to the solid waste contract.

Curbside Collection, Disposal, and Processing Contract

MUNICIPALITIES – Individual who is designated and authorized by the Mayor of each municipality.

DISPOSAL FACILITY - The Facility where the Municipal Solid Waste collected from the municipalities by the Contractor shall be taken for disposal (Covanta Semass Transfer Station, Braintree, MA).

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

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

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

MULTI-FAMILY COMPLEXES - Structures or complexes with more than three units (per MA Board of Health).

MUNICIPAL FACILITIES – Facilities listed in Attachments 1, 2 & 3 for each Municipality. Each Municipality will provide their list of Facilities.

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

PROCESSING FEE - The fee charged to the Municipalities by the Contractor that processes and markets recyclable materials from the Municipalities. This fee covers all net costs associated with the processing and marketing of recyclable materials such as, but not limited to, sorting, baling, marketing, and shipping.

RECYCLABLE MATERIAL - Material that has the potential to be recycled and which is not commingled with non-recyclable solid waste or contaminated by significant amounts of toxic substances as per 310 CMR 19.006.

REVENUE SHARING – The revenue a Municipality receives for recyclables based on a specific formula.

SOLID WASTE – Household trash generated from trash containers ***within the home***, and bulky items such as furniture, not including recyclable materials or construction materials or hazardous waste material or construction and demolition material from remodeling. This does not include basement, attic or garage cleanouts. In the cases previously defined, the resident or property owner must contract to rent a dumpster for the time necessary to complete the cleanout and be responsible for payment of the rental and hauling charges. Arrangements can be made with any trash service provider. Disposal of such materials must be made in compliance with State and Local Regulations.

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

SCHOOLS – Each municipality has provided a list of their schools in Attachments 1, 2, & 3.

SINGLE FAMILY RESIDENCES – Single family homes. .

SUBSCRIBERS/PARTICIPANTS – Residential units and multi-family residences (per each municipality's individual instructions), municipal facilities, and schools participating in the municipal collection program,

Municipality – Municipalities – Refers to the City of Quincy, the Town of Braintree, and the Town of Weymouth

MAYOR(S) - The Mayors of Quincy, Weymouth, and Braintree, or his/her designee.

Article 3 Contract Terms

3-A Solid Waste Collection

The Contractor shall provide for the collection of municipal solid waste from all participating residences, inclusive of eligible multi-families, municipal facilities, housing authority facilities, and schools within the Municipalities as listed within this Request for Proposals, in compliance with all applicable State and Local laws, regulations and waste bans.

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

- Construction and building materials including asphalt, brick, concrete, cement and gravel, or metal. Small quantities of wood and construction debris that is in a trash bag or barrel maybe allowed (up to a maximum of one barrel, but not on a constant basis). If more than 2 barrels are put out on a constant basis, the Municipality should be notified and a rejection sticker placed on the material.
- Leaf and yardwaste, sod, landscaping and tree debris and tree stumps
- Automobile parts, or batteries, engines, doors, body pieces, etc.
- Cathode Ray Tubes (CRT's) – TV's, computer monitors
- Waste Ban Materials including visible recyclables, cardboard, paper, plastic containers
- Appliances or White Goods or Freon containing products
- Hazardous Waste Products

3-B Recyclable Materials Collection - The Contractor shall provide for the collection of recyclable materials from all participating residences, inclusive of eligible multi-families, (as described within the Contract of each Municipality), municipal facilities, schools, apartments, condominiums, housing authority facilities, within the Municipalities, in compliance with all applicable State and local laws, regulations and waste bans.

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

Commingled containers

Glass: clear, brown and green bottles and jars

Aluminum: tin, steel cans, foil and trays

Metal: steel, tin, and aerosol cans, and lids

Plastic Containers: #1 through #7

Plastic grocery store bags

Aseptic Containers: coated-paper milk and juice cartons and drink boxes

Mixed Paper

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

3-C Residential, Housing Authority and Schools:

The Contractor shall provide collection of solid waste and recyclable materials from all participating residential households and housing authority units and schools and public buildings, as described in the RFP in accordance with the specifications of each Municipality. Collection costs shall be via line item as formatted within this Request for Proposals.

Municipal Facilities and Schools:

The Contractor shall provide collection of solid waste and recyclable materials from Municipal Facilities and Schools as listed within this Request for Proposals.

The solid waste collection costs for facilities with dumpsters shall be on a per-pickup basis and identified by address/location when invoiced. The Contractor shall be responsible for supplying and maintaining appropriately sized dumpsters and recycling containers for Municipal Facilities and Schools at no additional cost. These materials shall be included in each Municipality's tonnage for recycling reports and revenue sharing.

At any time, and from time to time during the term of the Contract, a Municipality may, at its sole discretion, request a different size container, or add or delete pickups from containers located at Municipal facilities and schools, and may delete entirely a pickup from any or all locations listed within the Contract.

Apartment and Commercial Subscribers:

This service is not currently provided but may be implemented at the request of a Municipality at any time, with sufficient notice.

3-D Solid Waste Disposal

The Municipalities will provide a specific site with sufficient disposal capacity for solid waste collected from all Subscribers for the duration of this contract at Covanta Semass on Ivory Street in Braintree.

3-E Public Area Collection

The Contractor shall provide collection from public area trash barrels and recycling baskets in accord with the need of each municipality as defined in each Municipality's separate contract after the bid award. This cost shall be on a per-container per-pickup basis or annual basis, whichever is agreed upon. The Contractor shall collect, transport, and properly dispose from each of the public area trash receptacles, all garbage, refuse, rubbish, and solid wastes contained within and in the immediate vicinity of each receptacle. The Contractor shall also collect and transport for processing recyclable materials contained within each public area recycling basket. The number of barrels and recycling baskets and collection frequency varies throughout the year. A list of public recycling & trash barrels with collection schedule and frequency for each Municipality will be provided with each Municipality's individual contract after the bid award..

3-F Christmas Trees Collection

The Contractor shall provide, at each Municipality's request, collection of Christmas trees for a set period of time in January of each year. The Contractor shall deliver the collected trees to each Municipality's Composting Site or other specified location. The charge for this service shall be on a per week basis. Each Municipality shall specify the number of weeks these services are needed, ranging from two to four weeks for a particular Municipality, within their own contract after the bid award.

3-G Yard Waste Collection

The Contractor shall provide collection of Yard Waste on a schedule determined by each Municipality within their own individual contract after the bid award, the spring and in the fall of each year. The Contractor shall deliver the collected Yard Waste to the location specified by each Municipality. The charge for this service shall be on a per week basis and each Municipality shall specify the number of weeks they wish to contract for this service directly with the Contractor, ranging from 8 weeks for Braintree, 20 weeks for Weymouth and 24 weeks for Quincy.

3-H White Goods

The Contractor shall be required to pick up white goods via separate vehicles, not with the trash packer vehicles. Residents are allowed to place one to two white good items curbside per week and items should be taken to the location specified by each Municipality in their own contract. Items containing Freon will be picked up upon the resident's phone request to the Contractor. The Municipality may require residents to purchase a sticker for an additional fee to affix to Freon items. White goods collected in with the solid waste will result in substantial penalties for the Contractor as they are a Waste Ban item under the Department of Environmental Protection's Regulations

3-I Bulky Items

The Contractor shall collect bulky items with the regular trash. Residents are allowed to place up to (2) two bulky items per week curbside.

3-J Containers (Dumpsters)

The Contractor shall provide containers (dumpsters) as needed for the collection and disposal of solid waste or other materials. Containers shall be delivered at no cost. It is to be noted that when a school utilizes a small dumpster that the residential packer can pick up, there will be no additional charge as there will be no hauling to the MRF. There will be a haul charge agreed upon in the Contract (s) for a certain fixed number of dumpsters. Each Municipality will provide a list as to placement of dumpsters at schools or Housing Authority facilities or municipal buildings. Also two dumpsters per year, per Municipality, will be provided at no charge for special events or a special need situation, i.e. clearing out of municipal records from City/Town Hall, etc. A Municipality is not required to use the Contractor for these special services, and may contract with other haulers to provide this service if it so chooses.

Article 4 General Information

4-A Start Date

The Contractor shall commence work under the terms of the Contract as of Monday, July 7, 2008 due to July 1st falling on Tuesday and because that week is also a holiday week, in deference to making any transition easier on the public. The potential changes in transitioning from one contract to another, will be much easier for residents and the Municipalities alike by starting on a Monday of a "normal schedule" week.

If delays are caused by acts of God, acts of government or state, acts of terrorism, or other contingencies clearly beyond the control or responsibility of the Contractor, the Contractor shall be entitled to additional time wherein to perform and complete the work in the Contract on his part as the Municipality shall certify in writing to be just.

4-B PAYT, Single Stream, RecycleBank, and D.E.P. Approved Waste Reduction/Recycling Programs

The Municipalities have the option of implementing a Pay-As-You-Throw, Single Stream Recycling (utilizing 96 gallon totes) or Modified Single Stream (utilizing 36 gallon containers), RecycleBank and/or D.E.P. approved waste reduction/recycling programs within the life of the Contract, with appropriate notice, i.e. 30-45 day, to the Contractor, without penalty. Appropriate notice is to be agreed upon by both parties. If Single Stream or Modified Single Stream Collection is implemented, whether using a 96 or 36 gallon container for recyclables, the materials will be collected in packer body trucks.

4-C Collection Route

Once the bid is awarded, each Municipality will provide the Contractor a list of all locations for collections, alphabetically by street address to be provided as an Attachment to their own contract. It is the responsibility of each Municipality to communicate additions or deletions to the list on an annual basis. There shall be no changes in the collection route or schedule at the start of the Contract. All changes in or deviation from routes and schedules made by the Contractor must receive prior written approval of the Municipality impacted. Six Route Maps must be provided to the Municipality at least one month prior to the beginning of the Contract.

Throughout the life of the Contract the Contractor is expected to service residents 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 Municipality impacted.

Should the Contractor, at any time, request an alteration in routes or schedules, it shall be the sole responsibility of the Contractor to notify all affected addresses of the changes. The method of notifying residents must be approved by the appropriate Municipality.

Curbside Collection, Disposal, and Processing Contract

4-D Municipal & Housing Facilities & Schools Collection

The Contractor will collect, remove, and properly dispose of all garbage, refuse, rubbish, solid waste and recyclable material that may be produced or exist upon the premises from each of the containers and facilities listed in Attachments 1, 2 & 3 for each Municipality. The Contractor agrees to make collections from each of the Housing Authorities, Municipal Facilities and Schools at the frequency specified in Attachments 1, 2 & 3, by each Municipality. This schedule shall not be changed without the prior written consent of the Municipality. Failure of the Contractor to maintain said collection schedule will be considered breach and default of this Contract and grounds for immediate termination of the Contract. At any time during the term of the Contract, a Municipality may, at its sole discretion, add or delete pickups from containers listed within said Attachments 1, 2 & 3, and may delete entirely pickups from any or all locations listed. The Contractor shall provide, at no cost to the Municipalities, dumpsters and wheeled carts for public facilities and schools as described in Attachments 1, 2 & 3. As necessary, the Contractor shall adjust the number and/or size of containers at any given site to accommodate solid waste and recyclable materials. If a small dumpster is emptied into the residential packer during a residential route collection, there will be no additional charge for emptying the dumpster as there will be no haul involved.

Collection from schools shall be made at least one-half hour before the start of the school day. In the event that collection must be conducted at another time, collection may not occur within one-half hour of arrival or dismissal time. No collection from Schools or Municipal Facilities shall occur before 7:00am or after 5:00 pm without prior approval of the Municipality.

No later than seven (7) days prior to the commencement of work under the new Contract, 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.

All containers shall be kept in a neat, clean, and relatively odor-free condition. Tops of the containers should be cleaned by the Contractor as needed. Any broken, damaged or missing receptacles 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. Any solid waste or recyclable materials within a four-foot radius shall be considered refuse to be collected.

The Contractor may place the company logo on Contractor-supplied containers, but should also have some type of signage promoting recycling or identify proper usage of the container.

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

4-E Holiday Collection Notice to the Public

When a scheduled collection day falls on a holiday, there shall be no collection on that day. Collection for those days and all remaining days of the week shall occur one day late. The Contractor shall be responsible for advertising the change in schedule one week prior to the holiday in The Patriot Ledger.

4-F Inclement Weather

Ordinary snow and rain shall not be cause for omissions of the collection of solid waste and/or recyclable materials in accordance with the provisions of the Contract. Collections may be omitted only under the most extreme, adverse weather conditions such as blanketing snowstorms, hurricanes and the like (see Article 11-f, Force Majeure), and then only with prior approval of the Municipality. Schedule delay shall be advertised by the Contractor immediately following the decision to implement a delay in The Patriot Ledger if time allows.

4-G Collection Vehicles

The collection trucks shall be of size and type that is approved by the Municipalities. The Municipalities may give preference to an RFP response that includes utilizing "green" vehicles for use under this contract. The term "green" refers to vehicles powered by alternate energy sources, such as hybrid engines, etc. The Contractor shall have

standby equipment available within a twenty-five (25) mile radius. Collection trucks shall, at all times, be equipped with radios. The Supervisor shall have a NYNEX/equivalent working phone that can be in direct contact with the designated representative of the Municipality.

All vehicles used in the collection and transportation of solid waste or recyclable materials shall be of sufficient size and capacity to operate efficiently. A sufficient number of vehicles will be supplied by the Contractor to collect the solid waste and recyclable materials in accordance with the terms of this Contract and such sufficiency shall be determined by the municipality. Trash collection vehicles are not to be more than five to six years old. Trash and Recycling vehicles will be purchased new for the commencement of this contract. The Contractor will be responsible for determining the appropriate size of vehicles to ensure that small streets, hills, dead ends, etc. that cannot be accessed by traditional vehicles may receive weekly service. The Municipality shall have the power, at any time, to order the Contractor to increase the number of vehicles, if in its judgment an increase is necessary for the fulfillment of the Contract. If upon receipt of such order, the Contractor fails to comply with such order within ninety (90) days, such failure shall constitute a breach of the Contract, and the Contractor shall forfeit in the form of liquidated damages the sum of one hundred (\$100.00) dollars for each day that the Contractor fails to comply with such order, said penalty to be imposed for each additional truck ordered by the municipality, but not placed in service by the Contractor.

Bodies for the trucks to be used in the collection and transportation of solid waste shall be the enclosed packer-type, with a capacity of not less than ten (10) cubic yards by actual measurement. The bodies shall be watertight, readily cleanable and sanitary, and capable of being unloaded by dumping or automatic push-out means. The equipment shall be essentially a standard product of a reputable manufacturer, so that continuing service and delivery of spare parts may be ensured. The component parts of the unit need not be a product of the same manufacturer. The body shall be so mounted that when fully loaded, the axle loading shall fall within the maximum load limit per axle as prescribed by state and local law. The Contractor will be permitted to use auxiliary loading equipment and self-loading bodies.

The Contractor shall provide garage and yard for the equipment that is adequate and sufficient to provide all-weather, year-round operation. The Contractor shall make adequate provision for maintenance and prompt repair of collection equipment.

All equipment used for the collection or hauling of solid waste or recyclable materials shall be thoroughly cleaned and scrubbed both inside and outside, and sprayed with such deodorizing material as may be deemed proper by the Municipalities, at least once each week. All vehicles, conveyances, containers, and all other equipment of whatever nature which is used by the Contractor shall be kept and maintained in a sanitary condition and well repaired. All equipment and facilities used by the Contractor shall be subject to inspection for sanitation, safety, appearance, and subject to approval or rejection by the municipality at any time. Rejected equipment will be replaced by the Contractor as soon as reasonably possible.

The Contractor is responsible for insuring that audible back-up alarms, as required by State law, are functioning properly at all times. The driver of the collection truck shall travel all roads and streets in accordance with all traffic regulations, unless such roads are declared by the Town to be impassable and must be able to read and understand all traffic signs, signalization and roadway markings.

The Contractor shall clearly display on both sides of each vehicle a sign with lettering at least 12-15 inches high, for example, Weymouth Saves \$ By Recycling or Recycling Saves Weymouth Residents \$. appropriate municipal name on trash trucks and for recycling collection, as well as the vehicle number (lettered at least six inches high) so that the lettering is easily visible to the public.

If the Contractor services private customers in a Municipality, the vehicles that services private customers must be readily distinguishable at a glance from the vehicles servicing municipal customers. Distinguishable methods must be approved by the Municipality, such as clearly visible signage stating *Private Collection* or similar wording.

Open body trucks with appropriate rails for safety may be used for bulky objects, white goods, and Christmas trees only. These trucks may not be used under any conditions for refuse that may blow or spill. These open body trucks are not subject to the requirements of painting and numbering, but may also be required to have a system of distinguishable identification.

Curbside Collection, Disposal, and Processing Contract

4-H Care of Citizens' and Municipal Property

The Contractor shall use its best efforts to see that its personnel handle waste barrels and other containers with care so that the barrels/receptacles are not damaged. Empty barrels/receptacles shall be left right-side-up, in a standing position and in the approximate place where found. The Contractor shall use care in returning empty collection containers to the curbside or off the edge of the traveled road. Containers shall not be placed back in driveways, in front of mailboxes or on paved portions of roadways. Under no circumstances are waste barrels/receptacles or their covers to be thrown or allowed to roll out into the street.

If, in a Municipality's judgment, waste barrels/receptacles are damaged or destroyed by the Contractor's personnel, the Contractor shall, at its expense promptly replace the damaged or destroyed barrel/receptacle with a similar barrel/receptacle within 48 hours.

If, in the Municipality's judgment, recycling containers are damaged or destroyed by the Contractor's personnel, the Contractor shall at its own expense promptly replace the damaged or destroyed recycling container with another approved recycling container.

The Contractor will take adequate precautions to protect all residential and municipal property from any damage and will be responsible for any such damage caused as a result of this service. Any damage done to property by the Contractor's personnel during collection and haul shall be promptly repaired or paid for by the Contractor, or may be repaired by the Town and the cost thereof deducted from any payment due the Contractor under the terms of this Contract.

4-I Outreach Sponsorship

The Contractor will sponsor outreach efforts such as participating in community events, or educational presentations by a professional at elementary schools during each year of the contract, or assistance in funding for outreach or technical assistance. The amount for outreach funding and sponsorship of activities will be determined by a formula of one dollar (\$1.00) per household, per year, in order to have equity within the three Municipalities.

4-J Daily Contact and Managing Agent

The Contractor shall maintain an attendant to answer telephone calls throughout the day between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. The attendant shall receive calls in a courteous manner and shall resolve all complaints in an expeditious manner. A 24 hour 800 number and local customer-service telephone number shall be provided for residents to leave a message.

The Contractor may use one "Supervisor" for all three communities if there is agreement from the Municipalities that such an arrangement will meet their needs. As this would represent the savings of two employees relative to their compensation, plus their benefits package, the Municipalities request that the equivalent of one employee's compensation and benefit package be used to hire a Municipal Solid Waste Coordinator to sustain waste reduction efforts in the three municipalities. The Contractor shall also designate in writing to the Municipality "Managing Agent" upon whom all notices may be served by the municipality. Service of such notice upon the Managing Agent shall always constitute service upon the Contractor. The Managing Agent shall oversee the collection, transport and, where applicable, disposal and processing of solid waste and/or recyclable materials from the municipality.

4-K Meetings with Contractor and Each Municipality

The Contractor or Managing Agent shall be available to meet with each municipality as needed to review Contract performance and customer complaints and resolutions, including a list of all notices left. An annual performance review may be conducted prior to the end of each contract year.

4-L Inspection and Reports

The collection Contractor shall be required to obtain accurate weights of collected materials. The Contractor shall submit to each municipality, on a monthly basis, accurate weigh slips, with a summary report for solid waste and recycling, showing the quantity (in tons) of materials collected.

Each municipality shall have the right, at any time, upon reasonable notice, to inspect the equipment and premises of the Contractor, including the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the municipality. Whenever requested, the Contractor shall promptly furnish full and complete written reports of operations under this Contract in such detail and with such information as the municipality may reasonably request.

4-M End of Route Reporting

All service requests for pickup reported to the Contractor before 3:00 PM shall be responded to on the same day, unless otherwise mutually agreed by the Municipality and the Managing Agent.

4-N Annual Audit

The Contractor may be requested to conduct an annual audit at a time selected by each Municipality (usually in June) of the entire collection route to ensure that the drivers are only collecting permitted materials from households within the municipal program. The Contractor shall provide an additional employee to ride with the trash driver and identify addresses that are setting out materials that are not included on the list of subscribers. Addresses identified during the audit shall be notified by the Municipality. The Contractor shall discontinue service at identified addresses.

4-O Materials from Other Sources

The Contractor shall not mix refuse or recyclable material from any other source with refuse or recyclable material collected on behalf of the Municipality within this RFP. Violation of this regulation shall be considered breach of contract and subject to termination of contract or fines.

4-P Contaminated Materials

It is the Contractor's responsibility to ensure that recyclable materials collected at curbside are not contaminated. If recyclable materials delivered to the processing facility are determined, by the processing facility's representative, to be contaminated, the collection Contractor shall be responsible for all costs associated with disposal. The Contractor shall be entitled to dispose, at the Contractor's sole expense, any individual load of recyclable material not acceptable to the secondary market due to contamination, provided that the Contractor shall notify the impacted Municipality of the dates, disposal sites and tonnage of unacceptable recyclable material. Failure to comply with the requirements of this paragraph shall render the Contractor liable for the damages.

4-Q Hazardous Materials

Hazardous materials such as the following shall NOT be collected under this Contract:

- a. gasoline and waste oil
- b. liquid oil-based paints, turpentine, paint thinners and shellac
- c. pesticides
- d. auto batteries
- e. explosives, ammunition
- f. propane tanks and gas cylinders
- g. PCBs and radioactive waste containers
- h. other materials designated hazardous by DEP or EPA
- i. medical wastes
- j. oven and drain cleaners, and heavy duty cleaners
- k. fluorescent bulbs or any mercury containing item
- m. gypsum

4-R Ownership of Recyclable Materials

All recyclable materials shall be the property of the collection Contractor once collected from the curb. It shall be the Contractor's responsibility to provide quality control for processing of all materials collected.

4-S Employees

The Contractor shall employ competent and courteous employees and shall immediately discharge or transfer to duties outside a Municipality, any incompetent or discourteous employee when ordered to do so by a Municipality. The Contractor shall not again employ for work within a Municipality, any employee dismissed or transferred under the foregoing provisions without the consent of the impacted Municipality.

The Contractor recognizes that its employees will come into contact with children at schools, libraries, and other facilities, as well as the Municipalities' elderly populations. To ensure that its employees are suited to come into contact with children and the elderly, the Contractor shall conduct criminal background checks through the Commonwealth of Massachusetts Criminal History Systems Board on each employee, and the Contractor shall represent and make every effort to guarantee to each Municipality that the Contractor will not assign employees who are convicted pedophiles or are registered sex offenders, or who have been convicted of similar criminal offenses that render them unsuited for having contact with children and the elderly within the Municipal Collection Routes covered by the Contract.

The Contractor shall indemnify and hold each City and Town that is a party to the Contract, harmless from any claims, charges, complaints, damages, and judgments of any kind, including attorney's fees, arising from or directly related to the Contractor's failure to comply with this requirement.

The Contractor shall prepare route maps and train collection employees before initiating collection in a Municipality and before the Contractor permits an employee to begin work in the Municipality.

4-T New Employees

The Contractor agrees to make its best effort to train new employees for a period of at least two weeks prior to their assuming full responsibility for their routes.

Article 5 Collection

5-A Collection Points

Collections from Subscribers shall be made at curbside, within four feet of the edge of pavement.

Municipal facility, schools, and public area receptacle collection shall be made at designated pickup points.

The Contractor shall accept solid waste and recyclable materials brought to the truck by residents as the truck passes the dwelling unit. Habitually late residents shall be referred to the appropriate Municipality for notification.

5-B Collection Frequency

Solid Waste

The Contractor shall collect from all approved addresses once a week. The Contractor shall collect from the Schools, Municipal Facilities, and Housing Authorities as per Attachment s 1, 2, & 3 for each Municipality.

Recyclable Materials

The Contractor shall collect from all approved addresses once a week (or bi-weekly should a Municipality opt for bi-weekly). The Contractor shall collect from the Schools, Municipal Facilities and Housing Authority Facilities listed in Attachments 1, 2, & 3 for each Municipality.

5-C Recycling Collection Schedule

The Contractor shall schedule the curbside collection of recyclable materials to coincide with the regular curbside collection of solid waste such that subscribers will have both collections on the same day of the week.

5-D Collection Times

No collection for the municipal programs shall be made before 7:00 a.m. or after 5:00 p.m. without prior approval from the Municipality.

5-E Missed Pickups

The Contractor shall be required to return for all missed pickups the same day if notification is received prior to 3PM. The collection vehicle shall return to the address the following day if notification is received after 3PM. In the case of a Saturday pickup due to a holiday schedule, all missed stops will be picked up that same day.

- a. The Contractor shall be required to collect all pickups missed due to driver error at no extra cost.
- b. The Contractor shall be required to collect additional collections up to 1% of the total number of customers on a given route, on a given day, at no extra cost.

5-F Non-collection Notices-Rejection Stickers

The Contractor shall supply non-collection/rejection notices designed to the municipality's specifications. Notices must be approved before printing. All drivers are to be provided with an adequate supply of the notices and required to leave non-collection notices whenever materials are intentionally not collected.

5-G Improperly Prepared Materials

When the Contractor's crews encounter improperly placed or prepared recyclable material or refuse, they shall follow the procedure below:

- a. For the first occurrence at an address within any twelve-month period the collector shall complete a rejection notice explaining the problems will be filled out and left behind with the uncollected materials.
- b. Upon the second and ensuing occurrences by the same household within a twelve-month period, the collector shall follow the steps above but in addition shall notify the appropriate Municipality of a persistent problem at the address.

5-H Sticker Items (Where applicable, depending on Municipality's Program)

The Contractor shall not collect bulk items or white goods that do not have a disposal sticker in those Municipalities where stickers are required. Municipalities will advise the Contractor directly as to whether or not a sticker system is in place, once the Contract has been awarded. The Contractor shall leave a non-collection notice explaining why materials were not collected.

5-I Oversized Barrels

The Contractor does not have to pick-up barrels, or any item, that is over fifty (50) pounds. The Contractor shall leave a non-collection notice explaining why materials were not collected.

5-J Construction and Demolition Debris

The Contractor shall not accept construction and demolition debris when there is more than one container at the address, or when the container weighs more than 50 pounds. Smaller quantities of construction debris, i.e. pieces of wood 3-4 feet and bundled shall be accepted. The Contractor shall notify the Municipality of addresses that consistently set out construction and demolition debris.

5-K Leaves and Yard Waste

The Contractor shall not collect and commingle with Solid Waste any leaves or other yard waste, nor Christmas trees.

5-L Cleanup on Route

The Contractor shall pick up all blown, littered, and broken material collected pursuant to this Contract. Each truck shall carry at all times a broom, shovel, and hazardous materials spill kit.

5-M Spillage of Waste or Recyclable Materials

If at any time materials are spilled into a street, sidewalk, lawn, tree, or private property by the Contractor, or the contents of a truck carrying the same are spilled/dumped into a street, sidewalk or property, the Contractor shall clean up the spilled/dumped matter immediately before proceeding to the next place of collection, or make arrangements for the spillage to be cleaned up immediately.

5-N Hazardous Waste Spills

The Contractor must immediately report any spill of automotive fluids or other hazardous waste to the Municipality.

5-O Accidents and Breakdowns

The Contractor shall notify the municipality within 30 minutes of any accident or breakdown that will delay normal collection. The Contractor shall notify the Municipality within 30 minutes of any accident involving injury or damage to private or public property.

5-P Blocked Streets

If any street, avenue, road, lane, etc. is blocked or inaccessible for any cause, the Contractor shall have the refuse and recyclable materials removed/carried to the collection vehicle, unless otherwise directed by the Municipality.

Article 6 Solid Waste Disposal

6-A Solid Waste Disposal

The Contractor shall bring all solid waste and bulk items to the Covanta Semass Transfer Station on Ivory Street. Contractor shall dispose of white goods at the site designated by each Municipality, within their own contract, in compliance with State and Federal regulations.

6-B Weights

Proper weight slips accompanying Individual Monthly Summarized Municipal Tonnage Reports from the facility for each Municipality, certified at a State-approved scale, must be submitted to each Municipality on a monthly basis within seven (7) days of the beginning of each month.

Article 7 Recyclable Materials Processing

7-A Processor Facility Location

The Contractor shall provide each Municipality, in writing, with information on the materials processing facility where recyclable materials are taken. The Contractor shall notify the Municipalities in writing of any changes in the processing facility location. The Contractor shall also provide the Municipalities with a list of materials accepted by the processing facility and will notify the municipality of any changes in materials accepted by the facility.

7-B Permits and Licenses

The recyclable materials processing facility which accepts recyclable materials collected from the Municipalities must be fully licensed and permitted by EPA and Mass. DEP, and any other applicable Federal, State, or Local officials, and is responsible for the processing and marketing of recyclable materials.

7-C Weights

Proper weight slips from the facility, certified at a state-approved scale, must be submitted to the municipality on a monthly basis.

7-D Processing and Disposal Conditions

The Contractor guarantees that at no time during the term of this Contract shall any of the recyclable materials accepted under this Contract be incinerated or landfilled except as provided in this section. If the Materials Recycling Facility is unable to recycle all or a portion of the recyclable material collected by it due to a failure in the secondary market for recyclable material, and has demonstrated to the Municipalities reasonable satisfaction that its failure to recycle is due to the failure of the aforementioned, secondary market, the Municipalities shall permit the material to be incinerated or taken to a landfill.

Note: The Municipalities reserve the option of changing the designation of the disposal of recyclables should a Recycling Transfer Station or Recyclables Materials Processing Facility come online in Quincy, Braintree or Weymouth.

Article 8 Payments to Contractor and the Contract Sum

8-A Compensation to be Paid to Contractor

Once the Contract has been awarded to a Contractor, the Contractor will have a separate Contract with each Municipality for the purpose of direct billing and Solid Waste & Recycling Tonnage reporting each month. Each Municipality will pay, and the Contractor will accept, in full consideration for the performance of the Contractor's obligations the amounts set forth in the Contract shall be made monthly and shall be invoiced by the Contractor to each Municipality in arrears, but no later than ten (10) business days after the last day of each calendar month. Each municipality will make all payments due to the Contractor under the terms of the Contract within forty five (45) days of receiving a complete and accurate invoice from the Contractor. The Contractor shall be obligated to collect materials only from Subscribers/Households/Facilities and Schools as defined in this RFP. The Contractor shall bill on a monthly basis (one twelfth of annual cost) for solid waste and for recycling to each Municipality. Billing for container/dumpster hauling will be done on an individual basis per month with a location description included for each haul and included in the monthly invoice.

8-B Delayed Payment and Disputes

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

8-C Option to Review Contract

The parties agree to review the contract after 12 months to evaluate any changes in the method of collection, processing or disposal of solid waste or recyclables that may have occurred. Should any substantial changes occur under the Contract, the parties agree to enter good faith negotiations to address such changes. For purposes of this RFP, "substantial change" warranting negotiations under this provision shall be defined as any change in circumstances, market conditions, or any other change from the initial agreement of the parties that would impact the Contractor's ability to perform the services under the actual Contract upon its present terms; or that would increase the cost to the Municipalities for services under the Contract by more than 5-10%, that would place a Municipality in the position of having to budget more than anticipated in a given year for those services. Should a waste reduction program result in 10% or more reduction of a Municipality's trash tonnage, both parties would

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evaluate the original RFP pricing and its formula, to make appropriate adjustments to the results of the tonnage reduction, i.e. one less truck being utilized, less manpower and transportation time, etc., that could result in savings for a Municipality. This could take place during an Annual Audit on June 30th of each year. The Municipalities reserve the right to review the contract after twelve months, and then every two years.

8-D Option to Extend Contract

The Municipalities may choose to renegotiate to extend the term or conditions of this contract.

Article 9 Insurance

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified below and in such form as shall protect the work covered by this Contract, and each Municipality and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operation under this Contract. The Contractor covenants and agrees to hold each Municipality and its employees, agents and officials harmless from and against any and all loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract.

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

- (A) For liability for bodily injury, including accidental death:
\$1,000,000 for any one person and
\$1,000,000 on account of one occurrence and
\$3,000,000 aggregate limit

- (B) For liability for property damage:
\$1,000,000 on account of anyone occurrence and
\$3,000,000 aggregate limit
Extraterritorial clause shall be included.

1. WORKERS' COMPENSATION INSURANCE:
as required by the General Laws of the Commonwealth of Massachusetts.
2. BODILY INJURY PREMISE-OPERATION, CONTRACTOR'S PROTECTIVE AND COMPLETED OPERATIONS PUBLIC LIABILITY INSURANCE:
-in the amounts required in (A) above.
3. PROPERTY DAMAGE PREMISES-OPERATIONS, CONTRACTOR'S PROTECTIVE AND COMPLETED OPERATIONS PUBLIC LIABILITY INSURANCE:
-in the amounts required in (B) above.
4. BODILY INJURY LIABILITY INSURANCE COVERING THE OPERATION OF ALL MOTOR VEHICLES OWNED BY THE CONTRACTOR AND VEHICLES NOT OWNED BY THE CONTRACTOR, WHILE SUCH VEHICLES ARE BEING OPERATED IN CONNECTION WITH THE PROSECUTION OF THE WORK UNDER THIS CONTRACT:
-in the amounts required in (A) above.
5. PROPERTY DAMAGE LIABILITY INSURANCE COVERING THE OPERATION OF ALL MOTOR VEHICLES OWNED BY THE CONTRACTOR AND VEHICLES NOT OWNED BY THE CONTRACTOR WHILE SUCH VEHICLES ARE BEING OPERATED IN CONNECTION WITH PROSECUTION OF THE WORK UNDER THIS CONTRACT:
-in the amounts required in (B) above.
6. CONTRACTUAL LIABILITY INSURANCE COVERING THE LIABILITY ASSUMED BY THE CONTRACTOR:
-in the amounts required under (A) and (B) above.
7. OWNER'S PROTECTIVE INSURANCE SECURED BY THE CONTRACTOR IN BEHALF OF THE MUNICIPALITY WHICH WILL DIRECTLY PROTECT THE MUNICIPALITY AND/OR ITS EMPLOYEES, AGENTS AND OFFICERS FROM LIABILITY FOR BODILY INJURIES, INCLUDING ACCIDENT DEATH:

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- in the amounts required in (A) above and FOR PROPERTY DAMAGE:
- in the amounts required in (B) above.

All policies shall be so written that each Municipality will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Municipality before operations are begun. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the municipality or its officers for any injury to any of his officers or employees or for damage to his trucks or equipment arising out of work contemplated by this Contract. The certificate of insurance shall be delivered to each Municipality at least fifty (50) days prior to July 1 of each year that this Contract is in force and effect. Failure to provide insurance requirements shall be cause to terminate this Contract.

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

Article 10 Other Conditions

10-A Not to Assign or Subcontract

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

10-B Performance Bond

The Contractor shall furnish for the term of this Contract a bond in a form and with a surety company, for and approved by, *each Municipality*, and authorized to do business in the Commonwealth of Massachusetts, conditioned upon the Contractor fully performing all his obligations under this Contract, and making full payment for all labor performed or furnished in the work, equivalent to 50% of the first year contract for the faithful performance of the Contract. The bond shall be delivered to each Municipality at least thirty (30) days prior to July 1 of each year that this Contract is in force. Failure to provide performance bond requirements shall be cause to terminate this Contract.

10-C Changes in the Contract

The Contractor shall do the work in the manner set forth in this Contract, except that a Municipality, by order in writing given to the Contractor, may make any reasonable order respecting a change (increase or removal) of any part of the work or the furnishing of extra trucks or labor relating thereto, and the Contractor shall conform to such orders within a reasonable time.

Note: If requested by a Municipality, the Contractor will amend the Contract to include up to five (5) additional working days so that the Contract expires on the last day of the normal work week.

10-D Contract Compliance

It is understood and agreed that because the public health and convenience of the Municipality are involved in the performance of the Contract, performance reasonably satisfactory to the municipality includes meticulous attention to every detail in the Contract and Specifications and that a high standard of work is justified.

10-E Force Majeure

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

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

10-F Labor Disputes

In the event of nonperformance of the Contractor due to labor disputes for a period of more than five (5) working days, the municipality shall have the right to perform the services, or temporarily procure services of other contractors. The Contractor shall reimburse each Municipality for all costs associated with procuring such temporary collection services until such time as the labor dispute is resolved and the Contractor resumes the regular schedule.

10-G Termination for Improper Performance/Events of and Remedies for Default

1. Each Municipality reserves the right to terminate this contract at any time, upon ten days written notice to the Contractor, for the Contractor's failure to cure a breach of the obligations and duties under this Contract within the timeframes stated below or for the contractor's failure to perform his duties and obligations under this contract in a manner satisfactory to each Municipality.

Contractor Events of Default

a. Failure of the Contractor to perform any of its obligations, covenants or agreements under this Contract and the continuance of such failure for fifteen (15) days after written notice thereof from a Municipality 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 municipality, 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. 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. A trustee, custodian or receiver of the Contractor's business, or any substantial portion of the Contractor's assets, is appointed by or at the behest of the Contractor, or, if appointed in a proceeding brought against the Contractor, the Contractor approves of, consents to, or acquiesces in such appointments or such trustee or receiver is not discharged within ninety (90) days.

d. Any proceedings involving the Contractor are commenced by or against the Contractor under any bankruptcy or reorganization, arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, or, if such proceedings are instituted against the Contractor, the Contractor approves of, consents to, or acquiesces in such proceedings or such proceedings are not dismissed within ninety (90) days.

- e. Any representation or warranty made by the Contractor is not true in any material respect as of the date of the issuance or making thereof as contained in this Contract, the bid for this Contract, or any other document or instrument executed in connection herewith.
- f. The death, dissolution or termination of existence of the Contractor.

2. Municipal Events of Default

a. Failure of a Municipality to pay any sums due the Contractor hereunder within forty five (45) days after receiving an invoice for payments due from the Contractor, and the continuance of such failure for fifteen (15) days after written notice thereof from the Contractor to the municipality; provided, however, that if that Municipality notifies the Contractor of a dispute as to any sums pursuant to Article 9-b of this Contract within such fifteen (15) days after written notice by the Contractor to the Municipality of such nonpayment, no Event of Default shall occur until a final determination of the correct amount pursuant to the provision of said Article 9-b and the failure of the Municipality to pay such correct amount within thirty (30) days after receiving the statement next submitted to the Municipality after such determination.

3. Remedies for Contractor Events of Default

Upon any Contractor Event of Default, the impacted Municipality 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 municipality may (but shall not be obligated to) cure any default by the Contractor hereunder, and all costs and expenses incurred by the Municipality, including attorneys' fees and expenses, incurring a default shall be paid by the Contractor to the Municipality on demand, together with interest thereon at the rate provided in Article 9-b of this Contract.

4. Remedies for Municipality's Events of Default

Upon any Municipal Event of Default, the Contractor may, in addition to and not in derogation of the right to sue the municipality 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 Municipality. In no event shall the Municipality be liable for any indirect, special or consequential damages.

10-H Each Municipality's Liability

Each Municipality's liability under this Contract shall be limited to the payments due hereunder. In no event shall a Municipality be liable for any additional amounts, including without limitation, any indirect, special or consequential damages. No officer, board, employee, agent, official or resident of a Municipality or any owner or occupant of any Single Family Residence, Multifamily Complex, Multifamily Unit, condominium association, board member, management company or their employees, landlords and tenants shall ever be personally liable under this Contract and the Contractor shall look solely to the municipality in pursuit of its remedies upon any Municipal Event of Default hereunder.

10-I Protection Against Liability

The Contractor acknowledges and agrees that he is responsible as an independent Contractor for all operations under this Contract and for all acts of employees and agents hereunder, and agrees that he will indemnify, exonerate and hold harmless each Municipality and its officers, boards, employees, agents and officials, and any owners or occupants of any Single Family Residence, Multifamily Complex, Multifamily Unit, condominium association, board members, management companies and their employees, landlords and tenants from and against any and all loss, damage, cost, charge, expense and claim, which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the Contractor or any of their agents or employees and will pay promptly on demand all costs and expenses of the investigation and defense thereof, including attorneys' fees and expenses. If any such claim is made, the impacted Municipality may retain out of any payments, then or thereafter due to the Contractor, a sufficient amount to protect it completely against such claim, costs and expenses. In any event that a Municipality shall be sued or become subject to

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administrative action because the Contractor has failed to properly transport, process or dispose of the municipality's trash or recyclable material, full restitution will be made to that specific Municipality for all expenses, fees, fines or other costs or charges incurred.

10-J Licenses and Permits

The Contractor shall obtain and pay for all licenses and permits necessary for collecting, transporting and marketing recycling materials and/or collecting, transporting and disposing of solid waste material.

10-K Laws and Regulations

This Contract shall be considered to incorporate by reference all applicable Federal, State and Local laws and rules and regulations of all authorities having jurisdiction over collection , transportation and disposal of solid waste and recyclable material, as though such provisions were set forth in full therein. The Contractor shall keep fully informed of all Federal, State and Local laws, and municipal ordinances, bylaws and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and of all such orders and decrees or bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Contract for this work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the municipality in writing. The Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees and shall protect and indemnify the specific Municipality, its officers, agents, boards and employees, and the owners and occupants of any Single Family Residence, Multifamily Complex, Multifamily Unit, condominium association, board members, management companies and their employees, landlords and tenants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, by the Contractor, his agents or employees. Any additional cost caused by noncompliance to any applicable law or regulation shall be borne solely by the Contractor.

10-L Prevailing Wage Rates

In accordance with MGL, Chapter 149, Section twenty-seven (27), the wage rates for workers under this Contract are to be paid at the rates established by the Commissioner of the Massachusetts Department of Labor and Industries. The Contractor shall provide each Municipality with certified weekly payroll information for all employees working within each Municipality. This shall include regular drivers and laborers, as well as temporary and day laborers. The information shall be provided to each Municipality at the end of each month.

Article 11 Liquidated Damages

In addition to all of its other rights and remedies under the Contract, at law or in equity, each Municipality shall be entitled to assess liquidated damages against the Contractor for its failure to perform the specified obligations described, in this section of the RFP, for collection and transportation of the Municipality's waste prior to the occurrence of a Contractor Event of Default hereunder. The Contractor acknowledges and agrees that the liquidated damages provided herein are not penalties but represent a fair measure of damages which will be sustained by the individual Municipality in the event the Contractor defaults on any of the following specified obligations. Each Municipality shall have the right to withhold the amount of liquidated damages assessed from any payment owed to the Contractor as a credit or set-off from the monthly invoice. Any consent or permission by a Municipality to any act or omission which otherwise would be a breach of any covenant or condition herein, or any waiver by a Municipality of the breach of any covenant or condition herein, shall not in any way be held or construed (unless expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition herein, or otherwise operate to permit the same or similar acts or omissions except as to the specific instance. The failure of a Municipality to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Contract shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The failure of a Municipality to assess liquidated damages shall not be deemed to have been a waiver by the Municipality of any such violation or of any of a Municipality's remedies on account thereof, including its right of termination of this Contract for such default.

Liquidated Damages

1. Failure to immediately pick up materials spilled during collection.	\$50 per occurrence
2. Failure to promptly pick up waste spilled during transport if the municipality receives a complaint of such spill.	\$50 per occurrence
3. Willful mishandling of waste barrels/receptacles or recycling containers.	\$25 per occurrence
4. Failure to place waste barrels/receptacles in an upright position at approximately the same location upon emptying or failure to place recycling containers upside-down at approximately the same location upon emptying.	\$25 per occurrence
5. Placement of barrels, recycling bins, or lids such that they obstruct roads, driveways, or mailboxes.	\$25 per occurrence
6. Following notice of complaint, failure to collect waste from a specific location on the same day as the regular collection route or by noon of the following day if so authorized by the municipality.	\$100 per occurrence
7. Failure to collect appropriate materials properly set out from two (2) or more subscribers on the same day of the regular Collection Route, or by 9:00 a.m. of the following day if so authorized by the municipality.	\$100 per address
8. Failure to pick up from any single address more than one time in a given month or three times in a six month period when the driver or Contractor is at fault.	\$100 per miss plus reimbursement of subscription fee if more than three misses in a six month period.
9. Continued violation of traffic laws, ordinance or regulation during collection and haul, after written notice to correct from the municipality.	\$250 per occurrence
10. Beginning any single collection route prior to 7:00 a.m. or finishing after 4:00 p.m. without the prior consent of the Town.	\$25 per day
11. Use of unmarked or uninspected collection vehicles.	\$200 per occurrence
12. Failure to clean vehicle or conveyances as provided for in this Contract.	\$100 per occurrence
13. Failure or neglect to repair or furnish replacement dumpster or toter meeting the requirements of this Contract within five days.	\$200 per container not furnished
14. Collecting solid waste or recyclable materials from addresses that do not subscribe to the program.	\$200 per occurrence
15. Disposing of as trash, those recyclable materials appropriately set out for recycling.	\$500 per occurrence
16. Failure to report truck breakdown or accident within 30 minutes.	\$25 per occurrence
17. Failure or neglect to furnish a schedule or revised schedule of collection and disposal.	\$500 per occurrence
18. Commingling materials collected under this Contract with materials not collected under this contract, even if the town will not be billed.	\$500 per occurrence

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|--|----------------------------------|
| 19. Delivering any waste other than as described in this Contract to disposal sites that will be billed to any one of the Municipalities. | \$2,500 per ton |
| 20. Failure to submit weigh slips with monthly invoice. | \$50 per missing slip |
| 21. Submitting weight slips for materials not collected through this Contract. | \$500 per occurrence |
| 22. Failure to correct billing error within one week after notification. | \$100 per occurrence |
| 23. Failure to provide prevailing wage rate information as required under this Contract. | \$500 per incident |
| 24. Failure to maintain customer service 24 hour hotline for Subscribers. | \$200 per 4 hours out of service |
| 25. Use of collection vehicle marked with the name of any of the Municipalities within this Contract for the collection and/or haul of waste other than provided for under the provision of this Contract. | \$2,000 per occurrence |

ALL LIQUIDATED DAMAGES MAY BE DEDUCTED BY A MUNICIPALITY FROM ANY PAYMENT THEN OR THEREAFTER DUE TO THE CONTRACTOR.

Attachment 1

Braintree

2008 TRASH & RECYCLIN-SCHOOLS & PUBLIC FACILITIES LOCATIONS

<u>DESCRIPTION</u>	<u>ADDRESS</u>	<u>UNITS SERVED</u>	<u>FREQUENCY</u>
<u>MUNICIPAL BLDGS:</u>			
Public Housing	15-17 Heritage Lane	104	Weekly
Public Housing	25 Roosevelt Street	58	Weekly
Town Hall	1 JFK Memorial Blvd.	-	Weekly
Library	798 Washington	-	Weekly
DPW	90 Pond St	-	Weekly
Marge Crispin Center	74 Pond St	-	Daily Trash P.U./Recycling Wkly.
Municipal Golf Course	101 Jefferson St	-	Weekly
Daughraty Gym	532 Washington	-	Weekly
Council on Aging	71 Cleveland Ave	-	Weekly
Electric Light location	150 Potter Rd.	-	Pls provide separate pricing for this location
<u>SCHOOLS:</u>			
Braintree High School*	128 Town St.		**
East Middle	305 River St.		**
South Middle	232 Peach St.		**
Highlands	144 Wildwood		**
Hollis	482 Washington		**
Flaherty	99Lakeside Dr.		**
Liberty	49 Proctor		**
Morrison	15 Mayflower Rd.		**
Ross	20 Hayward St.		**
Maintenance Bldg	300 River		Weekly

* includes two, 8 cu. Yd. containers (cardboard & trash)

**Daily waste pickups August-June, and weekly in July. Recycling pickups are weekly. Schools need full coverage August (schools receiving supplies & setting up) through June. Pickups of schools shall not occur from one half-hour before school opens to one-half hour after schools close

High School: Open 7:30AM-2:00 PM; **Middle:** Open 8:00AM-2: 30 PM; **Elementary:** Open 9:00AM-3:00PM.

PARKS & PLAYGROUNDS: Four (4) to six (6) recreational areas may be added for trash and/or recycling (summer months) requiring lockable, scavenger-proof containers. Daily pickup required. When school is on vacation in December, February, and April, dumpsters shall be emptied only once per week, or as requested by the School Department. During July and August collection will be on-call as needed.

Attachment 2

Weymouth

2008 TRASH & RECYCLING SCHOOLS & PUBLIC FACILITIES LOCATIONS

All schools have collection every day, Monday – Friday

SCHOOLS

Abigail Adams Middle School	89 Middle St.
Academy Avenue Primary School	94 Academy Ave.
Frederick Murphy Primary School	417 Front St.
Johnson Early Childhood Center	70 Pearl St.
Lawrence Pingree Primary School	1250 Commercial St.
Ralph Talbot School	277 Ralph Talbot St.
Thomas Nash Primary School	1003 Front St.
Thomas Hamilton Primary School	400 Union St.
Wessagusset Primary School	75 Pilgrim Rd.
William Seach Primary School	770 Middle St.
Maria Weston Chapman Middle School	1051 Commercial St.
Weymouth High School	1 Wildcat Way

PUBLIC BUILDINGS & FACILITIES

Franklin Pratt Library	1400 Pleasant St.	Tuesday Pickup
Tufts Library	46 Broad St.	Tuesday Pickup
Weymouth Youth & Family Services	1393 Pleasant St.	Tuesday Pickup
Weymouth DPW	120 Winter St.	Daily Pickup
Weymouth Police Dept.	140 Winter St.	Tuesday Pickup
McCulloch Building	182 Green St.	Thursday Pickup
North Branch Library	220 North St.	Friday Pickup
Weymouth Town Hall	75 Middle St.	Wednesday Pickup
Weymouth Housing Authority	402 Essex St.	Wednesday Pickup
Weymouth Retirement Office	807 Broad St.	Wednesday Pickup
Weymouth Schools Administration Building	111 Middle St.	Wednesday Pickup
Weymouth Fire Dept. Station 1	195 North St.	Friday Pickup
Station 2	636 Broad St.	Wednesday Pickup
Station 3	138 Winter St.	Tuesday Pickup
Station 5	246 Park Ave.	Monday Pickup

Attachment 3

Quincy

2008 TRASH & RECYCLING-SCHOOLS & PUBLIC FACILITIES LOCATIONS

City Hall (Old & New)	1305 Hancock St.
DPW Complex	55 Sea St.
Police Station	One Sea St.
Park Dept. Complex	1 Merrymount Parkway
Fire Headquarters	40 Quincy Ave., Quincy Center
Engine 2	311 Hancock St., North Quincy
Engine 3	615 Washington St., Quincy Point
Engine 4	111 Beale St., Wollaston
Engine 5	182 Copeland St., West Quincy
Engine 6	1082 Sea St., Houghs Neck
Engine 7	86 Huckins Ave., Squantum
Engine 8	140 Doane St., Germantown
Thomas Crane Library	40 Washington St., Quincy Center
North Quincy Branch	381 Hancock St.
Wollaston Branch	41 Beale St.
Adams Shore Branch	519 Sea St.
Elementary Schools:	
Della Chiesa Early Childhood	100 Brooks Ave, West Quincy
Atherton Hough	1084 Sea St., Houghs Neck
Beechwood Knoll	225 Fenno St., Wollaston
Bernazzani	701 Furnace Brook Parkway
Lincoln Hancock	300 Granite St., West Quincy
Marshall	200 Moody St., Quincy Point
Merrymount	4 Agawam Rd., Merrymount
Montclair	8 Belmont St., North Quincy
Parker	148 Billings Rd., North Quincy
Snug Harbor	333 Palmer St., Germantown
Squantum	50 Huckins Ave., Squantum
Wollaston	205 Beale St., Wollaston
Middle Schools:	
Atlantic	86 Hollis Ave., North Quincy
Broad Meadows	50 Calvin Rd., Adams Shore
Central	1012 Hancock St., Quincy center
Point Webster	62 Lancaster St., Quincy Point
Sterling	444 Granite St., South Quincy
Quincy High School	52 Coddington St., Quincy Center
North Quincy High School	316 Hancock St., North Quincy
Public Buildings:	
Veterans Services	24 High School Ave.
Quincy Arts Building	26 High School Ave.
Beechwood on the Bay	440 East Squantum St.
Animal shelter	6 Broad St.
Houghs Neck Maritime Center(seasonal)	137 Bay View Ave.
Commission on the Family Offices	14 Chapman St., Wollaston
Commission on the Family – Units	72-76 Saratoga St., Squantum

Curbside Collection, Disposal, and Processing Contract

Attachment 4

Prevailing Wage Rates

**Braintree
Quincy
Weymouth**

Attachment 5

Residential Service Lists

**Braintree
Weymouth
Quincy**

