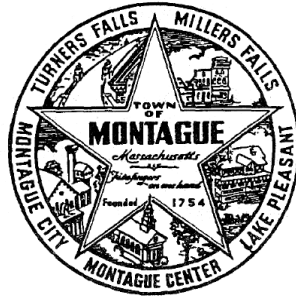


**TOWN OF MONTAGUE, MASSACHUSETTS**



**REQUEST FOR PROPOSALS**

**FOR MUNICIPAL SOLID WASTE AND RECYCLING SERVICES**

**DUE DATE: TUESDAY, MAY 9, 2023 at 1:00 PM**

**LEGAL NOTICE**

**REQUEST FOR PROPOSALS (RFP)  
MUNICIPAL SOLID WASTE AND RECYCLING SERVICES**

**TOWN OF MONTAGUE, MASSACHUSETTS**

Sealed proposals are invited from selected firms and will be received by the Town of Montague for curbside collection of Solid Waste and recycling from residents and municipal locations.

The Contract awarded pursuant to this Request for Proposals is exempt from the provisions of the Massachusetts Uniform Procurement Act, G.L. c.30B.

Proposals must be made on the Proposal Forms and in accordance with instructions to Proposers furnished by the Town of Montague (the "Town"). Prospective vendors can register to access all relevant bid materials and updates at [www.montague-ma.gov/BIDS](http://www.montague-ma.gov/BIDS).

The defined terms appearing in the General Specifications apply to all Contract Documents.

Proposals must be returned to the attention of Steven Ellis, Selectboard Office, Montague Town Hall, 1 Avenue A, Turners Falls, MA 01376 on or before 1:00 PM on Tuesday, May 9, 2023. Explanations desired by a proposer shall be requested of the Town in writing no later than Thursday, April 27, 2023 at 1:00 PM. The envelope containing the Proposal must be sealed and plainly marked "Town of Montague – Municipal Solid Waste and Recycling Services. "

The Town reserves the right to reject any or all proposals, to waive irregularities and/or informalities in any proposal, and to make an award in any manner, consistent with law, and as deemed to be in the best interest of the Town.

Town of Montague  
By: **Steve Ellis**  
**Town Administrator**  
**April 18, 2023**

## **CRITICAL DATES**

RFP Released: April 18, 2023

Prospective vendors can register to access all relevant bid materials and updates at [www.montague-ma.gov/BIDS](http://www.montague-ma.gov/BIDS).

Written Questions Accepted by April 27, 2023 at 1 pm

Addenda Issued by April 28, 2023

Deadline for Submissions May 9, 2023 at 1 pm

Anticipated Contract Award: June 5, 2023

Contract Start Date: July 1, 2024

SUBMIT TO: Steven Ellis, Selectboard Office, Montague Town Hall, 1 Avenue A,  
Turners Falls, MA 01376

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**REQUEST FOR PROPOSALS**  
**MUNICIPAL SOLID WASTE AND RECYCLING SERVICES**  
**Town of Montague, Massachusetts**

**1. GENERAL**

The Town of Montague (the “Town”) is requesting sealed proposals for weekly collection and removal of Solid Waste and weekly collection of dual stream recycling (alternating paper and container weeks). The Town is seeking proposals that reflect an efficient and cost-effective way to handle Solid Waste and Recyclable Material that would minimize or reduce waste and increase recycling.

The selected contractor (the “Contractor”) shall provide for the collection of municipal Solid Waste and recyclables from all single and two-family residential units within the Town of Montague in compliance with all applicable laws. There are approximately 2095 single-family and 329 two-family residential units and 4 municipal locations that qualify for collection under these specifications. Solid Waste and recyclables will be collected at the following municipal locations: Town Hall (recyclables only in carts), DPW (Solid Waste in dumpster and carts), and the Public Safety Complex (Solid Waste in carts). Collection is also required for Unity Park (Solid Waste in carts). The best available estimate of annual tonnage of materials collected is, on average, 1300 tons of regular Solid Waste. The estimated annual recycling tonnage from the curbside program is 192 tons of mixed paper and 201 tons of mixed containers.

Solid Waste and recyclables are currently collected on Monday through Friday each week. Recyclables are collected as a dual stream with paper and containers having alternating collection weeks.

The Town has a pay-as-you-throw program for residential trash collected at the curb and the Contractor plays a central role in ensuring adherence to this requirement. The Contractor will visually check for the presence of a sticker before tipping the trash receptacle and will issue notice of the reason for non-collection if a sticker is not present.

Please refer to the Specifications herein for a more detailed description of the work to be performed by the Contractor.

The Contract awarded hereunder, in substantially the form appearing in Appendix VI (the “Contract”), shall be for a period of three (3) years. The Contract will commence on July 1, 2024, and will conclude at the end of the day June 30, 2027. There will be an optional extension of two additional years that may be exercised by mutual written agreement in accordance with applicable law and subject to Town Meeting approval and appropriation.

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

All firms responding to this Request for Proposals must clearly understand that this process is

not subject to the requirements of M.G.L. c, 30B. As this service is exempt from the state's procurement and bidding laws, the Review Committee shall review the technical proposals as well as the price proposals, but shall not be limited to the lowest price offered to the Town for these services. The Review Committee may negotiate with the firms it determines to have provided the best overall proposal to address the Town's needs. The Review Committee is utilizing this format in order for all interested firms to provide proposals based on uniform criteria so that a more direct comparison can be made among all proposals. The Town, therefore, reserves the right to waive any or all provisions of this Request for Proposals. The Town reserves the right to reject any or all proposals, to waive irregularities and/or informalities in any proposal, and to make an award in any manner, consistent with law, as deemed to be in the best interest of the Town.

## **2. ADDENDA AND EXPLANATIONS**

Explanations desired by a proposer shall be requested of the Town in writing no later than Thursday, April 27, 2023 at 1:00 PM. If explanations are necessary, a reply shall be made in the form of an addendum. A copy of any and all addenda will be forwarded to each registered recipient of the RFP document. Any verbal statements by any person, previous to the award, shall be unauthorized and not binding.

Requests for clarification and explanation shall be submitted by email to Steve Ellis, Town Administrator, at [stevene@montague-ma.gov](mailto:stevene@montague-ma.gov). The Town takes no responsibility for emails that are not received and suggests those making the request confirm the receipt of any such request.

Addenda issued to proposers shall become a part of the Contract documents, and all proposals shall include the work described in the Addenda and such Addenda shall be expressly acknowledged by the proposer in their proposal submittal.

## **3. CONDITIONS**

Each proposer shall fully become fully acquainted with this Request for Proposals, specifications, and conditions relating to the scope and restrictions attending the execution of the work under the Contract. Proposers shall thoroughly examine and be familiar with the Contract and the Specifications.

The failure or omission of any proposer to receive or examine any form, instrument, addendum, or other document, or to be acquainted with existing conditions, shall in no way relieve them of any obligations with respect to this proposal or to the Contract. The Town shall make all such documents available to the proposers as requested in writing.

Except with respect to events or conditions which are not discoverable, the proposer shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions that the proposer may encounter or create, without extra cost to the Town.

The proposer's attention is directed to the fact that all applicable State laws, Town By-Laws, and

the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract whether or not specified therein.

#### **4. COMPETENCY OF PROPOSER**

The opening of the proposal shall not be construed as an acceptance of the company's qualifications. The Town reserves the right to determine the competence and responsibility of a proposer from its knowledge of the company's qualifications or from other sources.

#### **5. DISQUALIFICATION OF PROPOSER**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a proposer and the rejection of a proposal:

- a) Evidence of collusion;
- b) Questions of lack of competency; and/or
- c) Default on a previous contract for failure to perform.

#### **6. COMPLIANCE WITH LAWS/PREVAILING WAGE**

The proposer's attention is directed to the fact that all applicable State and municipal laws and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

The Contract shall be subject to the prevailing wage law as established under the provisions of Massachusetts General Laws, Chapter 149, Sections 26 to 27G, inclusive. See Appendix I for prevailing wage rates for the term of this Contract.

#### **7. LICENSES AND FEES**

It shall be the responsibility of the Contractor to obtain all federal, state, and local approvals and permits, if any, which may be required to complete this Contract. Contractor shall assume all costs associated with permits, licenses and fees.

#### **8. NON-DISCRIMINATION**

The Contractor shall not discriminate against any person because of race, color, religion, gender, gender orientation or gender identity, age, genetic information or disability, ancestry, religion, national origin, veteran status, marital status, political affiliation or belief or any other class protected under state or federal law.

## **9. TRANSFERABILITY OF CONTRACT**

No assignment of the Contract or any other right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the Town (see Miscellaneous #1 of the Contract); provided Contractor shall have the right to assign the Contract, without the consent of the Town in the event of a corporate reorganization, merger, or transfer of substantially all of Contractor's assets; provided, however, that the Contractor is not in breach or default of the Contract.

## **10. TITLE TO WASTE**

Title to acceptable Solid Waste passes to the Contractor when placed in the Contractor's collection vehicle, removed by Contractor from a bin or container, or removed by Contractor from the customer's premises, whichever first occurs.

## **11. PROCEDURE FOR SUBMISSION OF PROPOSAL**

### **Submission:**

Proposals will be accepted at the Selectboard office, Montague Town Hall, 1 Avenue A, Turners Falls, MA 01376 until 1:00 PM on Tuesday, May 9, 2023. Late proposals will be rejected. Proposal submissions shall be submitted in a sealed envelope labeled "Town of Montague – Municipal Solid Waste and Recycling Services." Within the sealed envelope shall be the proposer's technical proposal and a separate sealed envelope containing the price proposal. All documents and envelopes shall be clearly labeled with the company name.

All proposals will be opened after 1 p.m. on Tuesday, May 9, 2023 in the Office of the Selectboard in the presence of not less than one (1) witness. The RFP opening will not be open to the public, and the contents of all proposals will be kept confidential until the evaluation process is complete.

### **Proposal Content:**

The Proposal envelope must contain four (4) printed copies plus one electronic copy (thumb drive). The Town prefers that proposals not be bound except for staples and/or binder clips.

The Proposal shall contain, at a minimum:

1. The completed Proposal Submission Cover Sheet (Appendix II)
2. Price Proposal Form (Appendix III)
3. Non-Collusion and Tax Compliance Forms and Corporate Vote/ LLC Incumbency Certificate, as applicable (Appendix IV)
4. Technical Proposal
5. Insurance (Section 13)

Failure to complete the Non-Collusion and Tax Certificates in Appendix IV will result in rejection of the proposal. Moreover, proposers must submit with the proposal a Corporate



Vote or LLC Incumbency Certificate, as applicable, on the form appearing in Appendix IV. All proposals must be valid for a period of 90 days from the submittal deadline.

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

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

**Required Proposal:** Weekly collection and disposal of Solid Waste and weekly collection of dual stream recycling (alternating paper and containers) from residential customers and four municipal locations. The Contractor shall transfer Solid Waste to a facility selected by the Contractor. Recyclable materials will be delivered to the Springfield MRF on Birnie Avenue in Springfield, MA under the Town’s Contract with that facility.

**Alternate Proposal:** Proposers may include an alternate proposal that meets all RFP requirements. The Town is not obligated to review and/or accept any such alternate proposal.

## **12. TECHNICAL PROPOSAL**

The Town requires the submittal of a technical proposal which shall include the following components. The proposal will form the basis for the proposal evaluation, as described below, and as such should be organized in a fashion that will facilitate the evaluation process. All proposals will be opened and shall be scored in accordance with the RFP, taking into consideration price. Pricing will be considered separately and in the context of the overall proposal and evaluation score.

### **Company Background and References**

- Company history, headquarters and western Massachusetts vehicle dispatching location, and number of years in the solid waste business.
- Identify Management and Operations team leads, experience and tenure.
- Include a list of Massachusetts communities for which your company has provided municipal curbside collection services within the past five (5) years.
- Include a list of a minimum of three references for which your company has provided municipal curbside collection services within the past five (5) years (preferably at least one in western Massachusetts). Provide name of municipality, contact, phone and email.

### **Operational Plan**

- A detailed description of the plan for providing the collection of Solid Waste and Recyclable Materials in the Town of Montague. Include both staffing and equipment (type of trucks – split body, etc., -- age of trucks, utilization of cart-tippers, etc.).
- Describe route training for drivers before and during the Contract term.

- Describe how you will train collection staff on MassDEP Waste Bans, on the Town’s Recyclable Material specifications, and on the Town’s pay-as-you-throw trash sticker program.
- Describe how you will train collection staff to return containers to the location in which they were placed by the resident. Describe your procedure for responding to and replacing containers that are damaged or broken by collection staff.
- Describe the method of checking and notifying residents of sticker non-compliance, and improper preparation of Solid Waste and/or recyclables. Include a copy of your company’s standard “OOPS sticker.”
- List any observed holidays and describe your plan for collection of routes on weeks when there is an observed holiday.
- Identify a primary and secondary solid waste disposal facility that will be used for this service. Include facility name and location.
- Include a list of any violations against the primary and secondary solid waste disposal facility issued by a state or federal agency within the last three (3) years.
- Describe how you will recover collection services after unanticipated missed stops.
- Describe how you will recover collection services after severe weather cancellation.
- Describe how you will notify the Town of hydraulic line breaks, vehicular accidents, or other unanticipated emergency events.

**Customer Service and Communication**

- Where are your customer service representatives located and are they knowledgeable of western Massachusetts? How will they be trained relative to the Montague route?
- Will you have a dedicated customer service representative for Montague?
- Describe the method and timing of communication from your customer service staff to drivers in the field regarding problems, missed stops, or complaints.
- How and when will you notify Montague of disruptions to scheduled collection?

**Value-Added Offers**

- Describe any value-added offers, such as contributions to Montague’s RiverCulture Arts Initiative or other local donations or grant programs, including the financial value.

**Other (Contract and Document Submissions)**

- Identify any and all proposed changes that would be requested relative to the proposed Contract (Appendix VI).

### **13. EVALUATION PROCESS**

Proposals will be evaluated and scored by the Review Committee. Consideration and acceptance of all proposals shall be based on the ability of the proposer to meet the specifications set forth in the terms, conditions, and specifications of this RFP and Contract documents.

The Review Committee will be comprised of the Town Administrator, DPW Superintendent, DPW Office Manager, and Franklin County Solid Waste District Executive Director.

Each criterion in the Technical Proposal will be evaluated using the following ratings: “highly advantageous,” “advantageous,” “not advantageous,” or “unacceptable.”

The Review Committee will utilize the following criteria and scoring in evaluating the relative merits of the Technical Proposals:

<b>#</b>	<b>Criterion</b>	<b>Max Score</b>
1.	Company Background and References	20
2.	Operational Plan	40
3.	Customer Service and Communication	20
4.	Value Added Offers	10
5.	Other (Contract and Document Submissions)	10
	<b>Grand Total</b>	<b>100</b>

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

### **14. BASIS OF AWARD**

The Town will select the proposer that it believes offers the best all-around package for Solid Waste and recycling services. Because this service is exempt from the bidding laws, the Town is free to negotiate terms with whatever companies it chooses, in whatever manner it believes is best suited to the Town's needs.

### **15. CONTRACT AWARD**

#### **Contract:**

Within the time specified in the instructions for Contract award, the Town may award the

Contract based on Review Committee evaluations, or as otherwise based on the proposal that best meets its needs.

The Contract for services shall be for a period of three (3) years with an option to extend for two additional years. The Contract and services will commence on July 1, 2024, and will conclude at the end of the day June 30, 2027. The successful Proposer will be required to enter into the Contract prior to June 30, 2023. The form of the Contract will be subject to review by Town Counsel and approval by the Town and shall be subject to all the provisions of this RFP. The Contract start date is contingent upon fiscal appropriation at the May 2024 Town Meeting. All future years of the Contract are contingent upon Town Meeting appropriation and availability of funds.

# **SPECIFICATIONS FOR COLLECTION OF SOLID WASTE AND RECYCLING IN MONTAGUE, MASSACHUSETTS**

## **1. GENERAL INFORMATION**

The Town of Montague is requesting proposals for weekly collection and disposal of Solid Waste and weekly collection of dual stream recycling (alternating paper and container weeks). The Town is seeking proposals that reflect an efficient and cost effective way to handle Solid Waste and Recyclable Material that would minimize or reduce waste and increase recycling.

1.1 The Contractor shall provide for the weekly collection of Municipal Solid Waste and Recyclable Material from all single and two-family residences in compliance with all applicable laws. There are approximately 2095 single-family and 329 two-family eligible for collection services and four (4) municipal locations.

1.2 The best available estimate of annual tonnage of materials collected is, on average, 1300 tons of regular Solid Waste. The estimated annual recycling tonnage from the curbside program is 192 tons of mixed paper and 201 tons of mixed containers.

## **2. DEFINITIONS**

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

**AWARDING AUTHORITY:** The awarding authority for the Town of Montague is the Montague Selectboard.

**CONTRACTOR:** The company or corporation receiving the Contract for Municipal Solid Waste and Recycling Services with the Town of Montague.

**DUAL STREAM:** A method of collecting recyclables such that paper materials are collected separately from container materials.

**ENFORCEMENT:** The process by which the Contractor assures that the terms of the Town's mandatory pay-as-you-throw and recycling programs are met. Enforcement includes the Contractor leaving "OOPS" notes when waste or recycling is refused due to non-compliance.

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

**HAZARDOUS WASTE -** Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law.

**HOLIDAY:** The term "holiday" when used in connection with days of collection shall include holidays listed in the Contractor's Proposal.

**INFECTIOUS WASTE -** Waste, in any amount, which is defined, characterized or designated infectious by United States law or regulation or by the Massachusetts General Laws or the regulations of any office or department of the Commonwealth of Massachusetts.

**MANDATORY RECYCLING REGULATION:** The requirement that all participants in the town's residential Solid Waste collection program separate Recyclable Material such as mixed paper and containers from household trash for collection.

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

**PAY-AS-YOU-THROW PROGRAM:** The Town of Montague's program for requiring that trash bags or trash barrels have a Town trash sticker affixed in order for the trash to be collected by the Contractor.

**PROCESSING FACILITY:** The facility where the Recyclable Material shall be taken by the Contractor for processing and marketing.

**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. The Town list of Recyclable Materials is based on its contract with the Springfield MRF. See [www.springfieldmrf.org](http://www.springfieldmrf.org) for a list of Acceptable and Unacceptable Recyclable Material.

**RECYCLING FACILITY:** A facility that processes Recyclable Materials; the Springfield Materials Recycling Facility.

**TRASH:** Municipal Solid Waste, not including Recyclable Material.

**RESIDENTIAL CUSTOMERS:** Households that utilize municipal curbside collection.

**TIPPING FEE:** A fee paid per ton for the disposal of Municipal Solid Waste.

**TOWN:** The Town of Montague.

**UNACCEPTABLE WASTE:** All hazardous waste, building material, commercial waste, construction debris, automobile tires, waste oils, pesticides and sewage wastes and all materials banned for disposal in accordance with MassDEP regulation 310 CMR 19.017.

**WASTE BANNED MATERIALS:** All materials banned for disposal in accordance with MassDEP regulation 310 CMR 19.017.

WASTE DISPOSAL FACILITY: A solid waste depository including, but not limited to, a sanitary landfill, transfer station, waste-to-energy facility and waste processing and/or separation center licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive Solid Waste from the Town of Montague for processing or final disposal.

### **3. MATERIALS TO BE COLLECTED**

3.1 Solid Waste Collection: The Contractor shall provide for the weekly collection of Municipal Solid Waste from approximately 2,095 single-family and 329 two-family residences as well as collections from four (4) municipal locations by an agreed upon schedule in compliance with all applicable State and local laws, regulations and waste bans.

3.2 Trash Stickers: All Solid Waste left for curbside collection must have a Town of Montague trash sticker affixed to the bag or barrel, per the Town's pay-as-you-throw rules.

3.3 Excluded materials: The Contractor shall not pick up as part of the residential Solid Waste stream the following:

- Banned Waste Materials as specified by MassDEP 310 CMR 19.107
- Construction and building materials including asphalt, brick, concrete, cement and gravel, or metal
- Leaf and yard waste, sod, landscaping, tree debris and tree stumps
- Automobile parts, or batteries, engines, doors, body pieces, etc.
- Visible recyclables, cardboard, paper, plastic containers and other Recyclable Materials
- Appliances, White Goods or Freon-containing products
- Hazardous Waste.

This service does not include the collection of any Solid Waste left by building contractors or any building renovation or repair work and does not include the collection of any waste generated outside the Town of Montague.

3.4 Recyclable Materials Collection: The Contractor shall provide weekly collection of dual stream recyclable materials (alternating paper and containers) from approximately 2,095 single-family and 329 two-family residences and up to four (4) municipal locations in compliance with all applicable State and local laws, regulations and waste bans.

Recyclable Materials to be collected shall include all materials identified in the Town's contract with the Springfield MRF ([www.springfieldmrf.org](http://www.springfieldmrf.org)).

### **4. CONTAINERS**

4.1 Solid waste containers shall be furnished by the household owner or resident. Containers may be metal or plastic and may have wheels. When containers are loaded, they are not to exceed fifty (50) pounds in weight. All garbage must be bagged and securely tied, placed in a

container or on the tree belt.

4.2 Recyclable Material Containers: Recycling bins or wheeled carts shall be furnished by the household owner or resident. All recycling containers shall be clearly marked with “RECYCLING,” “RECYCLE,” or an “R.” A container with material to be recycled shall not exceed fifty (50) pounds in weight. Paper and cardboard may be left at the curb line or tree belt for recycling and placed in brown paper bags, cardboard boxes or placed in a recycling bin.

4.3 Containers must be put out by the resident to the curb line or tree belt area by 6:00 A.M. on the day of the collection.

4.4 Collection service will include the Contractor providing the following type and size containers for Solid Waste and/or Recyclable Material collected at four municipal locations:

- Town Hall, 1 Avenue A, Turners Falls: recyclables in two (2) 96-gallon carts
- DPW, 128 Turners Falls Rd, Turners Falls – Solid Waste in an 8 cubic yard dumpster and four (4) 96-gallon carts. No recycling collection.
- Public Safety Complex, 180 Turnpike Rd, Turners Falls – Solid Waste in four (4) 96 gallon carts. No recycling collection.
- Unity Park, 56 1<sup>st</sup> St., Turners Falls – Solid Waste in six (6) 96 gallon carts

4.5 All Contractor-owned 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.

## **5. COLLECTION**

5.1 Residential Collection: The Contractor shall provide weekly collection (Monday-Friday) of Solid Waste and weekly (Monday-Friday) collection of Recyclable Material on the same day as Solid Waste. Collection of recyclables will alternate paper and container weeks.

5.2 Municipal Site Collection: The Contractor shall collect Solid Waste and/or recyclables from four (4) municipal locations – Town Hall, DPW, Safety Complex, Unity Park. Unity Park must be collected on Mondays and Thursdays.

5.3 Disabled Residents: Contractor agrees to pick up Solid Waste and Recyclable Materials containers from non-curb side, outside areas designated by the Town, whenever the Town determines that a resident's disability would make it difficult for the resident to regularly move trash containers to the curbside. Town agrees to receive requests for such service and to provide written instructions to the Contractor upon determining service eligibility.

5.4 The hours of collection will be from 6:00 A.M. until 6:00 P.M. and no work shall be performed on Sunday. No modification from these times of operation shall be permitted without the prior permission of the Town.



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

5.6 Collection Routes: The Town has approved scheduled routes for weekly collection as is presently being implemented. If the Contractor wishes to alter the presently established routes for the collection of waste and/or recyclables, a request must be submitted in writing to the Town for approval. A copy of the presently established routes for collection is included with these specifications as Appendix V.

5.7 There shall be no changes in the collection route or schedule after the start of this service without prior written approval from the Town. Any deviation from routes and schedules made by the Contractor must receive prior approval of the Town.

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

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

5.10 The Town of Montague has adopted a mandatory recycling ordinance. The Contractor will be required to give close supervision to employees that are collecting the containers of waste to ensure that visible recyclables have been separated. As applicable, containers with un-separated materials or incorrect recycled materials are to be left and a "OOPS" notice shall be left explaining why materials were not accepted. The Town shall receive a weekly log of such occurrences submitted to the DPW office. The notice left for rejected materials shall be provided by the Contractor and approved by the Town.

5.11 The Town of Montague has adopted a pay-as-you-throw trash program. The Contractor will be required to give close supervision to employees that are collecting the containers of Solid Waste to ensure that bags or barrels have the proper Town of Montague trash sticker affixed. As applicable, containers without the proper trash sticker are to be left and an "OOPS" notice shall be affixed explaining why materials were not accepted. The Town shall receive a weekly log of such occurrences submitted to the DPW office. The notice left for rejected materials shall be provided by the Contractor and approved by the Town.

5.12 There will be no limit to the amount of Recyclable Materials collected from the

curbside from residential units and municipal facilities.

5.13 Under no circumstance shall the Contractor mix Recyclable Materials intended for recycling with Solid Waste.

5.14 Under no circumstance shall the Contractor mix Waste Ban materials with Recyclable Materials or with Solid Waste.

5.15 The Contractor's equipment must be capable of lifting full wheeled carts placed for collection by residents.

5.16 During the hours of collection, the Contractor shall maintain a local or toll-free telephone number for the public to contact the Contractor's office regarding collection complaints. The employees answering calls must have knowledge of the town's location and collection specifics. Furthermore, the dispatcher receiving these complaints shall have direct communications with all vehicles performing collection activities so that complaints can be resolved in a timely manner. After the normal collection hours, the Contractor shall maintain a service to take complaints and provide information to the public regarding collection delays and other problems associated with collection.

5.17 The Town requires proactive notification via email by 3 pm daily of any unanticipated disruption in scheduled collection and the plan for recovery of missed stops.

5.18 Ordinary snow and rain shall not be cause for omissions of the collection of Solid Waste and/or Recyclable Material. Collections may be omitted only under the most extreme, adverse weather conditions such as snowstorms, ice storms, hurricanes, etc. Any schedule delay shall be communicated by the Contractor to the Town immediately following the decision to implement a delay.

## **6. GENERAL PROVISIONS**

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

6.2 The Contractor shall agree to furnish and provide labor, equipment and other items necessary to collect and dispose of all material under the terms of the Contract.

6.3 The Contractor shall comply with any and all directions that may from time to time be given by the Town regarding changes in routing, order of collections, type and care of vehicles and equipment and such matters as the Town may deem advisable for the improvement of the Solid Waste or Recyclable Materials collection.

6.4 All customer complaints shall be resolved within a reasonable time. The Contractor shall supply the Town with copies of all complaints on a form approved by the Town, indicating the

disposition of each such complaint. The form shall show the day and hour on which the complaint was received, the nature of the complaint and who initiated the complaint as well as the day and hour and manner in which it was resolved.

6.5 The Contractor will design, print and supply to the Town an annual collection calendar (January 1 – December 31) which highlights accepted Recyclable Material and identifies collection weeks for paper and containers. The final copy will be submitted to the Town no later than November 1<sup>st</sup> of the preceding year.

## **7. COLLECTION VEHICLES**

7.1 The Contractor shall be responsible to provide, maintain and repair all vehicles and equipment necessary to safely, adequately, efficiently and effectively perform the obligations of this service.

7.2 All collection vehicles shall be adequately insured in accordance with the insurance requirements.

7.3 All equipment is to meet established Massachusetts and Federal truck safety requirements as well as requirements for noise and air pollution (emission) levels.

7.4 The Town reserves the right to inspect and reject any piece of equipment that the Town has reason to question regarding its serviceability.

7.5 The Contractor will be required to have a sufficient number of vehicles dedicated to the exclusive use of the Town.

7.6 Litter prevention and spill clean-up: The Contractor shall equip, operate and maintain all vehicles and equipment in a manner to prevent any uncontrolled or unintentional release of any contents, including but not limited to blowing or spillage. If, at any time during collection and transport, Solid Waste or recycled materials are spilled onto a street, sidewalk, or private property, the Contractor shall clean up and place in the collection vehicle all spilled material before the vehicle proceeds to the next stop on the collection route or shall promptly make all other necessary arrangements for the immediate clean-up of spilled Solid Waste or recycled materials.

7.7 The Contractor shall notify the Town within 30 minutes of any accident involving injury or damage to private or public property or the release of hazardous materials, including broken truck hydraulic lines.

## **8. FUEL ADJUSTMENT**

Cost proposals shall be based on the price of diesel fuel on April 17, 2023 per the US DOE New England PADD 1A: \$4.540.

The Proposer must include on the cost form the percentage of the collection cost associated with

transportation fuel. A fuel charge and fuel credit will be based on this percentage only.

The fuel formula is (average monthly fuel price - base fuel price)/base price = % increase/decrease in fuel cost (A). Monthly collection cost (D)\* % for transportation fuel = base fuel cost per month (B). Base fuel cost per month (B) + % change = monthly fuel charge/credit (C). Monthly fuel charge/credit (C) is added to monthly collection cost (D).

$B + A =$  monthly adjusted fuel cost (C)

$C + D =$  adjusted monthly collection cost

## **9. EMPLOYEES**

9.1 All employees of the Contractor must have a minimum of ten (10) hours of relevant OSHA training. The Contractor shall maintain training records as required by state and federal laws.

9.2 All vehicle drivers shall be trained prior to their first working shift as a vehicle driver regarding the collection routes they are to follow within the Town of Montague.

9.3 The use of brightly colored safety vests is required if the shirt is not a bright safety colored garment.

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

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

## **10. DISPOSAL SITE AND TIPPING FEES**

10.1 All collected Solid Waste shall be transported to a location(s) to be determined by the Contractor. The transfer/disposal location must be fully permitted to operate in the state in which it is located. The Contractor shall identify all transfer/disposal facilities used for Town waste in the Technical Proposal.

10.2 The Town will pay the Contractor for Solid Waste disposal. The Contractor will itemize the weekly tonnage and tip fee on each monthly invoice.

10.3 All collected dual stream Recyclable Material, including recyclables collected from municipal locations, shall be transported to the Springfield Materials Recycling Facility (SMRF) 84 Birnie Avenue, Springfield, MA.

The facility and delivery site will receive Recyclable Materials from 7 am to 4:30 pm, Monday – Friday. For weeks during which a holiday is observed, the facility and delivery site will receive Recyclable Material on the Saturday following the holiday from 9 am – 2 pm.

The Town will assume all processing fees associated with the Recyclable Material collected and will pay such fees directly to the processing facility operator.

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

10.5 The Contractor shall deliver to the Town all weight slips with the monthly invoice. The weight slips should bear the identification of the vehicle as well as the weight delivered and signed by the scale operator and the driver. Slips must indicate any rejected quantities not accepted by the facility and the reason for rejection.

## **11. QUALITY OF WORK**

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

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

Failure to comply with any of the specifications or provisions of the Contract shall be deemed sufficient cause for termination of the Contract.

## **12. INSURANCE**

12.1 The Contractor shall take out and maintain during the term of the Contract such insurance as shall protect it and the Town of Montague from claims for damages for bodily injury, including accidental death, as well as for claims for property damage, which may arise from operations under the Contract. The Town of Montague shall be named as an Additional Insured.

12.2 The Contractor shall give written notice to the Town of Montague at least 30 days prior to any cancellation, non-renewal or material change of coverage in the policy or policies. Failure to provide and continue in force the required insurance shall be deemed material breach of this Contract and shall be cause for immediate termination thereof.

12.3 The Contractor's insurer shall have no right of recovery or subrogation against the Town of Montague.

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

<b>Coverage</b>	<b>Limits of Liability</b>
Workers Compensation	Statutory
Employers Liability	\$1,000,000
Bodily Injury Liability (except automobile)	\$1,000,000 each occurrence \$3,000,000 aggregate
Property Damage Liability (except automobile)	\$1,000,000 each occurrence \$3,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each occurrence
Automobile Property Damage	\$1,000,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

12.5 Renewals of the Contractor's insurance certificate must be promptly presented to the Town.