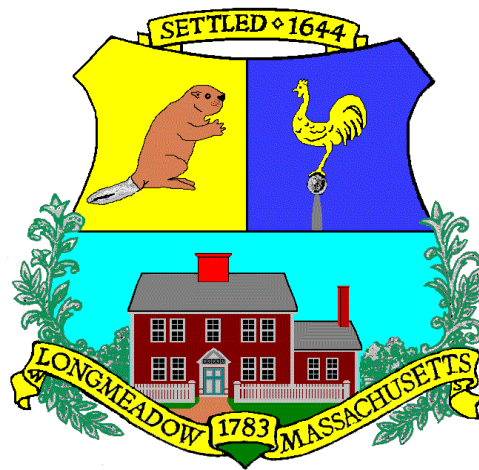


# REQUEST FOR PROPOSAL

## MUNICIPAL SOLID WASTE AND RECYCLING SERVICES

TOWN OF LONGMEADOW  
MASSACHUSETTS



January 27, 2020

**LEGAL NOTICE:**

**REQUEST FOR PROPOSAL**

**MUNICIPAL SOLID WASTE AND RECYCLING SERVICES**

**Town of Longmeadow, Massachusetts**

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

Proposal documents are available from the Town of Longmeadow Purchasing Department, Attn: Chad Thompson-Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106 (phone: 413-565-4185) during regular business hours (Monday-Thursday: 8:00am- 4:30pm Friday: 8:00am – 12pm). Proposal documents may also be downloaded online at the town website, [www.longmeadow.org](http://www.longmeadow.org) , through the Purchasing Department page. Select the link labeled ‘Bid & RFP Finder’ to access proposal documents. Proposers that access documents online are encouraged to register with the Purchasing Department to receive updates and addenda. Others are required to monitor postings linked to the bid listing service prior to the proposal deadline. Failure to acknowledge addenda may result in a proposal rejection.

Proposals must be delivered to the Longmeadow Purchasing Department no later than **11:00am on Tuesday, February 25, 2020, the Proposal Deadline**. Late proposals will be rejected. Proposal submissions shall be submitted in an outer envelope labeled ‘RFP: SOLID WASTE & RECYCLING SERVICES’. The proposal submission shall consist of seven (7) copies of a sealed Technical Proposal labeled ‘RFP: SOLID WASTE & RECYCLING, TECHNICAL PROPOSAL’. Also include one thumb drive with an electronic version of the technical proposal. The envelope containing the price proposal shall be labeled ‘RFP: SOLID WASTE & RECYCLING, PRICE PROPOSAL’. There will be a public logging of proposals received immediately following the proposal deadline in the Auditorium of the same building. The content of all proposals will be considered confidential until the contract has been negotiated and awarded.

An **optional pre-proposal conference** is scheduled for **Tuesday, February 4, 2020 at 9:00am** in the conference room located at the Longmeadow Fire Department, 44 Williams Street, Longmeadow, MA 01106. All vendors interested in presenting a proposal are encouraged to attend the conference, however attendance is not mandatory or required for those interested in submitting a proposal.

A Bid Deposits shall be supplied with the technical proposal payable to the Town of Longmeadow for the amount of \$30,000. The bid deposit shall be supplied in the form of a bid bond, certified check, treasurer’s check or cashiers. Minimum Wage Rates as determined by the Commissioner of Department of Workforce Development under the provisions of the Massachusetts General Laws, chapter 149, Sections 26 to 27F, as amended, apply to this service. Upon Contract Award, a 100% performance bond in the full amount of the contract price for the first year will be required of the successful proposer and each year thereafter.

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

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

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

**Town of Longmeadow, Massachusetts**

**GENERAL:**

The Town of Longmeadow, acting by and through its Town Manager, will accept proposals from qualified parties for providing the following town-wide services: curbside solid waste collection; curbside dual stream recyclable material collection; collection and transportation of solid waste and recyclables from schools and municipal buildings, transportation of certain wastes from the Recycling and Yard Waste Center, curbside leaf waste collection (optional) and curbside collection of white goods, bulky items and cathode ray tubes (CRTs) (optional).

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

The contract shall be for a period of five (5) years with an effective date of Wednesday, July 1, 2020, and will conclude at the end of the day June 30, 2025. Pricing is also being requested for the alternative of a three (3) year contract with two (2) separate annual renewal options at the sole discretion of the Town for the fourth and fifth year of the contract. If at any time the Town fails to appropriate sufficient funds for performance of the Town's obligations under the contract, the obligations of the parties under the contract shall terminate as to any period of time for which sufficient funds have not been appropriated.

Longmeadow's contract for disposal of trash and recycled goods might expire during the expected life of this contract. If the site for disposal, or any other terms of either trash or recycled goods disposal contract, changes as a result of a new contract, the parties will agree to re-negotiate affected terms of this contract in good faith.

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

An **optional pre-proposal conference** is scheduled for **Tuesday, February 4, 2020 at 9:00am** in the conference room located at the Longmeadow Fire Department, 44 Williams Street, Longmeadow, MA 01106. All vendors interested in presenting a proposal are encouraged to attend the conference, however attendance is not mandatory or required for those interested in submitting a proposal.

## PROCEDURE FOR SUBMISSION OF PROPOSAL

### Receipt of Proposal Documents:

Proposal documents are available from the Town of Longmeadow Purchasing Department, Attn: Chad Thompson-Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106 (phone: 413-565-4185) during regular business hours (Monday-Thursday: 8:00am- 4:30pm Friday: 8:00am – 12pm). Proposal documents may also be downloaded online at the town website, [www.longmeadow.org](http://www.longmeadow.org), through the Purchasing Department page. Select the link labeled 'Bid & RFP Finder' to access proposal documents. Proposers that access documents online are encouraged to register with the Purchasing Department to receive updates and addenda. Others are required to monitor postings linked to the bid listing service prior to the proposal deadline. Failure to acknowledge addenda may result in a proposal rejection.

### Proposal Submission:

Proposals must be delivered to the Longmeadow Purchasing Department no later than **11:00am on Tuesday, February 25, 2020, the Proposal Deadline**. Late proposals will be rejected. Proposal submissions shall be submitted in an outer envelope labeled 'RFP: SOLID WASTE & RECYCLING SERVICES'. The proposal submission shall consist of seven (7) copies of a sealed Technical Proposal labeled 'RFP: SOLID WASTE & RECYCLING, TECHNICAL PROPOSAL'. Also include one thumb drive with an electronic version of the technical proposal. The envelope containing the price proposal shall be labeled 'RFP: SOLID WASTE & RECYCLING, PRICE PROPOSAL'. There will be a public logging of proposals received immediately following the proposal deadline in the Auditorium of the same building. The content of all proposals will be considered confidential until the contract has been negotiated and awarded.

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

### Questions:

All questions or comments for the Town of Longmeadow must be submitted in writing to Chad Thompson, Procurement Manager of the Longmeadow Purchasing Department by email: [cthompson@longmeadow.org](mailto:cthompson@longmeadow.org) or by fax 413-565-4370. Questions must be received no later than 168 hours (7 calendar days) before the Proposal Deadline. Questions received after the deadline for questions will not be answered. All addenda will be posted no later than 2 calendar days prior to the proposal deadline. Failure of any contractor to receive any such addendum or interpretation shall not relieve such contractor from any obligation under its proposal as submitted. Any binding response that alters the content of this Request for Proposal will be in the form of an addendum issued by the Town. All addenda issued shall become a part of the contract documents.

Proposal Content:

The Proposal must contain the following:

**Technical Proposal-** Must contain seven (7) printed copies of the Technical Proposal, plus one thumb drive electronic copy which shall be provided in a sealed envelope labeled: 'RFP: SOLID WASTE & RECYCLING, TECHNICAL PROPOSAL'. The Technical Proposal shall contain:

1. A Bid Deposit payable to the Town of Longmeadow in the amount of \$30,000
2. The completed Technical Proposal Submission Forms (Appendix VIII)
3. Contractor Qualification and Program Description Questionnaire (Appendix IX)
4. Evidence of Insurance

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

A Bid Deposits shall be supplied with the technical proposal payable to the Town of Longmeadow for the amount of \$30,000. The bid deposit shall be supplied in the form of a bid bond, certified check, treasurer's check or cashiers.

**Price Proposal-** The Price Proposal shall be supplied in a separate envelope which shall be labeled RFP: SOLID WASTE & RECYCLING, PRICE PROPOSAL'. The sealed Price Proposal envelope shall contain:

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

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

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

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

Option #1: Weekly collection and transportation of solid waste and dual stream recyclables from residential customers. Solid waste material will be delivered to Community Eco Partners (CEP) Inc. on Route 5 in Agawam and recyclable materials will be delivered to the Springfield MRF on Birnie Avenue in Springfield. The Town's mandatory waste reduction program sets a limit of one 35-gallon Town of Longmeadow cart, not to

exceed 40 lbs. per household per week, plus any special Town approved Pay-as-you-Throw (PAYT) bags purchased by the residents. There is no limit to the quantity of material that may be recycled.

Option #2: Collection and transportation of solid waste and recyclables from Schools and Municipal Buildings. Solid waste material is to be delivered directly to Community Eco Partners Inc. on Route 5 in Agawam and recyclable materials is to be delivered directly to the Springfield MRF on Birnie Avenue in Springfield. Toter service at these sites will be collected with the curbside material according to the approved curbside collection calendar.

Option #3: Alternate Proposal for Option #2: Collection, transportation and disposal of solid waste and recyclables from Schools and Municipal Buildings. In this alternate proposal, the hauler will collect any recyclables and/or trash in toters from these facilities, with curbside trash and recycling as scheduled.

In addition, the hauler may co-mingle trash and any recyclables in dumpsters (such as card board) with their commercial trash and recycling collections. The town and the hauler will agree on per cubic yard or ton conversion factor which represents the CY/ton in an average weekly or daily pick up of each of the commodities. This conversion is used as the factor with which to compensate the town at both CEP (for trash) and the Springfield MRF (for recyclables) collected previously from town buildings on the hauler's commercial routes. This process allows the town to fulfill its contractual obligations to both CEP and the MRF as well as get credit for all recycling. It also allows the Town to adjust costs if there are reduced pickups at any time during the life of this contract. Further it allows the hauler to maximize their routes and minimize time.

Option #4: Alternate collection proposals for the curbside program and/or the municipal building collections will be considered. Any proposal that would help reduce costs and provide efficient trash and recycling collection service will be considered.

#### Additional Services:

Option #5: State availability of collection and processing of white goods, bulky items, and cathode ray tubes (CRTs) via direct arrangement (scheduling pick up and payment) between the Contractor and the residents.

Option #6: Collection of leaves in Town of Longmeadow approved pre-paid clear bags to be brought to the leaf disposal site in Longmeadow. Provide per day and per week price quotation.

#### EVALUATION PROCESS:

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

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



The Town, in considering each Proposal shall, prior to any determination and a subsequent award, investigate and evaluate the CONTRACTOR using the following criteria:

- Price;
- Prior experience in contracts of similar scope;
- Completeness of the Proposal;
- Ability to provide customer satisfaction;
- Quality of the services proposed;
- Evaluation of the professional qualifications of the Contract Manager;
- Proposed equipment used;
- References from similar municipalities;
- Financial strength; and
- Estimated total cost to the Town including the disposal cost for projected tonnage, using reasonable judgment.

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

Successful contractors must be prepared to comply in all respects with the contract provisions regarding the Towns' Supplemental Equal Employment Opportunity (EEO), Anti-discrimination and Affirmative Action Program. No proposals shall be withdrawn within ninety (90) days after the opening thereof. The Town shall have the time as indicated in which to investigate and evaluate the proposals. The proposals will be ranked according to the criteria specified above. The Town will then enter into negotiations with the highest ranked proposer. In the event that there is a price discrepancy in the price proposal, the written words shall prevail.

#### CONTRACT AWARD

##### Contract:

The contract shall be for a period of five (5) years with an effective date of Wednesday, July 1, 2020, and will conclude at the end of the day June 30, 2025. Pricing is also being requested for the alternative of a three (3) year contract with two (2) separate annual renewal options at the sole discretion of the Town for the fourth and fifth year of the contract. If at any time the Town fails to appropriate sufficient funds for performance of the Town's obligations under the contract, the obligations of the parties under the contract shall terminate as to any period of time for which sufficient funds have not been appropriated. The successful proposer will be required to complete a Town Contract. Refer to Appendix X which contains sample contract containing standard terms and conditions. The contract will be updated to contain negotiated specifications. The standard specifications of the standard contract should be reviewed and taken into consideration when preparing the Technical Proposal and Price Proposal.

Prevailing Wage:

Minimum Wage Rates as determined by the Commissioner of Department of Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27H, as amended, apply to this service. A contract award will require the Contractor to do reporting and provide payment of prevailing wage rates to applicable employees rendering service under this contract. A copy of the prevailing wages applicable to this bid is Appendix I, Wage Request Number: 20191209-025.

**Performance Bond:**

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

**Insurance:**

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

**General Liability**

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

**Automobile Liability**

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

**Workers' Compensation Insurance**

Coverage for all employees in accordance with Massachusetts General Laws.

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

# **SPECIFICATIONS FOR COLLECTION OF SOLID WASTE AND RECYCLABLE WASTE LONGMEADOW, MASSACHUSETTS**

## **1. GENERAL INFORMATION:**

The Town of Longmeadow, acting through the office of the Select Board is requesting proposals for the collection and removal of solid waste and recyclable materials from all residences and specifically designated non-residential locations within the Town. The Town is seeking proposals that reflect an efficient and cost effective way to handle our solid waste and recyclable material that would minimize or reduce waste and increase recycling. We are also looking to consider proposals that serve to regionalize this service in an attempt to minimize the cost of collection.

1.1 The Contractor shall provide for the collection of municipal solid waste and dual stream recyclable material from all residential units, municipal and school facilities within the Town and service of containers at the Recycling and Yard Waste Center, in compliance with all applicable laws, as determined by the Select Board.

### **1.2 Historical Information:**

In 2006 the Town adopted a “waste reduction program” that limits each household to one container for trash (a Town of Longmeadow 35-gallon cart) not to exceed 40 pounds per week plus any Town approved pay-as-you-throw (PAYT) bags purchased by the resident for excess trash. There is no limit to the quantity of material that may be recycled. It is the Contractor’s responsibility to respect and enforce this program.

1.2.1 The Town of Longmeadow is a residential community with about 5,534 single-family homes and about 10 municipal buildings that qualify for collections under these specifications. Longmeadow is nine square miles with 96 miles of road.

The best available estimate of annual weight of materials collected from the residential and municipal buildings is an average of 3,600 tons of regular solid waste, 1,034 tons of paper and cardboard, 608 tons of co-mingled bottles, cans and glass. Two hundred ninety two (292) tons of bulk items are collected annually at the Recycling and Yard Waste Center.

## **2. DEFINITIONS**

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

**AWARDING AUTHORITY:** The awarding authority for the Town of Longmeadow is the Town Manager or her designee.

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

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

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

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

**ENFORCEMENT:** The process by which the Contractor assures that the terms of the Town's waste reduction program are met. Enforcement includes the Contractor refusing to remove more trash than permitted under the waste reduction program (one Town of Longmeadow 35-gallon cart per week with the lid closed and over flow PAYT bags for excess trash) and leaving "SORRY" notes when containers/items are refused.

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

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

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

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

**INCLEMENT WEATHER DELAY:** Shall be determined jointly by the Program Administrator and the Contractor and the holiday schedule will be implemented.

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

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

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

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

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

**PROGRAM ADMINISTRATOR (PA):** For the Town of Longmeadow, the term Program Administrator (PA) shall refer to the Department of Public Works, 31 Pondsides Road, Longmeadow, MA 01106.

**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.

**RECYCLING FACILITY:** A facility that processes recyclable materials such as the Springfield Materials Recycling Facility or MRF.

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

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

**SCHOOLS:** The schools and school administration offices listed in Appendix II.

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

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

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

**TOWN:** The Town of Longmeadow.

**TOWN ADMINISTRATOR:** The Town Manager.

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

**WASTE REDUCTION PROGRAM / WASTE REDUCTION GUIDELINES:** A program that creates a financial incentive to reduce trash. For the Town of Longmeadow this program reduces the amount of trash allowed for disposal per household per week to one Town owned 35-gallon cart. Excess trash may be placed in Town approved PAYT bags purchased by the residents.

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

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

**3.1 Solid Waste Collection:** The Contractor shall provide for the weekly collection of municipal solid waste from all households as well as collections from schools and municipal buildings and the Recycling and Yard Waste Center by an agreed upon schedule in compliance with all applicable State and Local laws, regulations and waste bans.

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

This contract does not include the collection of any refuse or solid waste left by building contractors or any building renovation or repair work and does not include the collection of any waste generated outside the Town.

3.3 Recyclable Materials Collection: The Contractor shall provide for the weekly dual stream collection of recyclable materials with recycled paper and cardboard collected on alternating weeks from all residential dwellings, inclusive of eligible multi-families (as described within the Contract) and municipal facilities within Longmeadow, 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 bottles and jars of all colors

Aluminum, tin/steel cans and lids and aluminum foil products

Milk and Juice cartons (tent top), drink boxes

Plastic bottles, jars and tubs

**Mixed Paper**

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

**4. CONTAINERS**

4.1 Solid waste containers shall be furnished by the Town of Longmeadow and will be a 35-gallon Town of Longmeadow wheeled cart, which when loaded is not to exceed a weight of forty (40) pounds. Town approved Pay As You Throw (PAYT) blue bags, available at local retail stores, shall be used for any over flow/extra trash above and beyond the 35-gallon cart limit.

4.2 Recyclable Material Containers: The Program Administrators have provided recyclable material containers

(recycling bins) to each household residence to use for recyclable material. In the event that a recycling bin is not available, an alternate bin or barrel may be substituted provided it is clearly marked as a recyclable material container with a "RECYCLING" sticker affixed to it designating it as a container holding recyclables. A container with material to be recycled shall not exceed 40 lbs. in weight.

4.3 Paper and cardboard may be left at the curb line or tree belt for recycling and placed in a recycling bin or barrel or cardboard boxes. An alternate container may be substituted for the recycling bin providing it is clearly marked as a recyclable material container with a "RECYCLING" sticker affixed to it designating it as a container holding recyclables. A container with material to be recycled shall not exceed 40 lbs. in weight. All cardboard shall be flattened into a size no larger than 3' x 3' in size.

4.4 Containers must be put out by the resident to the curb line or tree belt area by 7:00 A.M. on the day of the collection.

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

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

4.5.2 The Contractor shall provide dumpsters for the collection of corrugated cardboard at each of the schools and municipal facilities, as indicated in Appendix II.

4.5.3 All Contractor owned containers shall be kept in a neat, clean, and relatively odor-free condition. Containers should be cleaned by the Contractor as needed. Any broken, damaged or missing 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.

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

## 5. COLLECTION

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

5.2 Municipal Site Collection: In consideration for Proposal Option #2 and Option #3 the Contractor shall provide collection of solid waste and recyclable materials from Municipal Facilities and Schools as listed in Appendix II.

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

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

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

5.3 Recycling and Yard Waste Center Collection: Separate totes and roll off containers used for the collection of miscellaneous waste, wood and for bulk items at the Recycling and Yard Waste Center shall be transported by the Contractor to a destination determined by the Program Administrator.

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

There shall be no changes in the collection route or schedule after the start of this contract without prior written approval of the Program Administrator. Any deviation from routes and schedules made by the Contractor must receive prior approval of the Program Administrator. Printed and electronic copies of route maps must be provided to the Program Administrator at least one month prior to the beginning of this contract.

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

5.5 The hours of collection will be from 7:00 A.M. until 6:00 P.M. and no work shall be performed on Sunday. No modification from these times of operation shall be permitted without the prior permission of the Program Administrator. When a regular collection service date shall fall on a holiday, the collection schedule will be shifted one day with Friday collection on Saturday.

5.6 The Contractor shall pick up only one (1) Town of Longmeadow 35-gallon cart (no greater than 40 lbs. in weight) per household per week. All additional trash for pick-up must be in Town approved pay-as-you-throw (PAYT) bags. A "SORRY" sticker (See Appendix IV) shall be applied to any trash left for pick-up that exceeds the one 35-gallon container size that is not in an approved PAYT bag. Excess material not properly bagged,



shall not be collected by the Contractor. The Program Administrator will inform the Contractor in advance of any pick-up weeks where this PAYT requirement is suspended by action of the Select Board.

5.7 All contents of Municipal Solid Waste and recyclable material containers shall be removed. Containers shall be replaced upright in their original location.

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

## 6. GENERAL PROVISIONS

6.1 The Program Administrator has approved schedule routes for weekly collection as is presently being implemented. Presently, Longmeadow is divided into 5 sections so that the entire town is collected in one week. If the Contractor wishes to alter the presently established routes for the collection of waste and/or recyclables as described in Section 3, a request must be submitted in writing to the Program Administrator for approval. A copy of the presently established routes for collection is included with these specifications as Appendix VI.

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

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

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

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

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

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

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

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

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

## 7. COLLECTION VEHICLES

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

Upon execution of this contract and every year thereafter, and upon the addition or deletion of any vehicle and/or equipment, the Contractor shall provide the Program Administrator with a complete list of all equipment to be utilized by the Contractor to provide the services included in this contract. The list shall document, at a minimum:

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

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

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

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

7.4 The successful proposer will be required to have a sufficient number of vehicles dedicated to the exclusive use of the Town. If the successful proposer owns other collection vehicles that operate in the vicinity of or within the Town as a commercial collector, a system of distinguishable identification for each dedicated vehicle will be required as determined by the Program Administrator.

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

7.6 Vehicle signage: All collection vehicles shall clearly display a sign on both sides of the vehicle that state: the name of the Contractor, the toll free contact telephone number, the town that is being served, and a unique truck number. The lettering of these signs shall be no less than 6 inches high.

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

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

7.9 During the hours of collection (including weekends and holidays when collections are occurring), the Contractor shall maintain a telephone line whereby the public may contact the Contractor's office toll free from the town regarding collection complaints. Furthermore, the dispatcher receiving these complaints shall have direct communications 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. An answering machine can be used provided that the notifications to the public are updated and responses to complaints are handled in a timely manner.

## 8. FUEL ADJUSTMENT

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

8.1 Frequency of adjustments: Fuel based contract payment adjustments are to be made semi-annually effective on January 1 and July 1 during the contract term. 8.2 Price and usage bases:

8.2.1 The price for all fuel adjustments will be determined from the monthly diesel fuel price reported by the Massachusetts Department of Transportation (Mass DOT) on the fuel price adjustment pages of their website:

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

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

8.2.3 The baseline price will be the average of the previous year for diesel fuel as reported on the Mass DOT website (January, 2018 to December 2019). The Base Price established by the Town that will be utilized for the entire contract for fuel adjustment is \$2.39 per gallon.

8.2.4 The Contractor shall report to the Program Administrator the actual fuel usage for the waste collection and recycle collection vehicles for each of the months of August, September, and October, 2020. The average of these three months' usage shall be deemed to be the usage basis for the balance of this contract. Fuel used for vehicle transportation from garage facilities into the town shall not be included in this usage determination. The Program Administrator shall have the right to audit the fuel usage claim.

8.3 Payment or Credit Adjustments: Payments or Credit will be made to retroactively reflect fuel prices during each six-month period that this contract is in effect. Beginning on January 1, 2021 (for the fuel adjustment period of July 1, 2020-December 31, 2020), and on each July 1st and January 1<sup>st</sup> thereafter, (or within two weeks of when the prior month's fuel price is posted on the Mass DOT website) the parties will calculate a payment adjustment for the prior six month period. Any payment or credit adjustment will be reflected in the next monthly payment to the Contractor assuming the invoice is timely submitted.

8.4 Payment or Credit Formulation: A payment or credit adjustment will be made semi-annually (every six months) to reflect any change in fuel cost. The amount of adjustment will be calculated by multiplying the volume of fuel used during the six month period (as established in section 8.2.4) by the amount that the average of the reported price of diesel fuel for the prior six months (as reported by the Mass DOT website) exceeds a twenty-five cent margin above or below the base price. Appendix III details this fuel adjustment calculation. Monthly route miles utilized for the service will be reviewed and established between the Contractor and the DPW Director during the first 3 months following the contract commencement date. Once the DPW Director agrees upon monthly route miles to be utilized in the fuel adjustment formula, the authorized monthly route miles will be utilized in calculating the semi-annual fuel adjustment (The first semi-annual fuel adjustment review of the fiscal year will be: July 1, 2020- December 30, 2020, The second fuel adjustment period will be January 1, 2021-June 30, 2021). There will be reconfirmation of monthly route miles between the Contractor and the DPW Superintendent annually on a fiscal year basis (July 1, 2021 and annually thereafter) and any adjustment to the monthly recalculated miles will be utilized in the fuel adjustment formula for the current fiscal year. If at any time the DPW Director initiates a change in the authorized route schedule that affects monthly route miles, the monthly miles utilized in the fuel adjustment formula will be adjusted to reflect actual miles for

the affected month. The months following the affected month of change will utilize recalculated DPW Director authorized monthly miles in the fuel adjustment formula for the remaining months of the fiscal year. The Contractor will be responsible for communication to the DPW Directors if there is any change in route, or changes in monthly route miles and any fuel adjustment will be retroactive back to the actual date of change.

## 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 regarding the collection routes they are to follow in the Town prior to their first working shift as a vehicle driver.

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

9.4 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 Agreement by the Contractor. The Contractor shall not again employ that employee within the Municipality without the consent of the Program Administrator.

## 10. DISPOSAL SITE AND TIPPING FEES

10.1 The Town will assume all Tipping Fees associated with the disposal of Municipal Solid Waste collected under section 3.1. Any remuneration for recyclable materials collected under section 3.3 will be made by the Recycling Facility to the Town.

10.2 All Municipal Solid Waste collected under section 3.1 shall be transported to the following locations during the period of the contract, unless otherwise specified by the Program Administrator.

Community Eco Power  
Route 5  
Agawam, MA

The normal hours of operation for Community Eco Power shall be from 7:00 A.M. until 6:00 P.M. Monday through Friday and from 7:00 A.M. until 3:00 P.M. on Saturdays. Should this facility be closed (for maintenance, etc.), wastes will be diverted to an alternate location as required by Community Eco Power.

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

Western Massachusetts Materials Recycling Facility  
Birnie Avenue  
Springfield, MA

The Town will assume any Tipping Fees associated with the disposal of material collected under this item and all remuneration for material collected will be made by the Recycling Facility to the Town.

10.4 The contract for disposal of trash and recycled goods might expire during the expected life of this contract. If the site for disposal, or any other terms of either trash or recycled goods disposal contract, changes as a result of a new contract, the parties will agree to re-negotiate affected terms of this contract in good faith.

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

10.6 Each bulk roll-off container at the Longmeadow Recycling and Yard Waste Center shall be transported to Community Eco Partners, unless otherwise specified by the Program Administrator.

10.7 Once per month, the Contractor shall deliver to the Program Administrator all weight slips drivers were given at the scale house of the landfill, resource recovery plant or Recycling Facility for each of the preceding days of collection. The weight slips should bear the identification of the vehicle as established under item 7.6 of Section 7 as well as the weight delivered and signed by the weigher 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 Program Administrator. The Town may withhold or, on the account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of;

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

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

## 12. PROTECTION OF THE TOWN

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

### 12.2 Property Damage:

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

### 12.3 Events of and Remedies for Default

#### 12.3.1 Contractor Events of Default

a. 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 the Town to the Contractor; provided, however, that if such default is not susceptible to cure within such fifteen (15) days and if the Contractor commences diligently to cure such default promptly after receipt of notice thereof from the

Town, such period of fifteen (15) days shall be extended to a period of time necessary to cure such default with all due diligence, but in no event shall such period exceed a total of one hundred eighty (180) days.

b. 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 proposal for this Contract, or any other document or instrument executed in connection herewith.

f. The death, dissolution or termination of existence of the Contractor.

#### 12.3.2. Town Events of Default

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

#### 12.3.3. Remedies for Contractor Events of Default

Upon any Contractor Event of Default, the Town may, in addition to and not in derogation of any other right or remedy available to it under this Contract, at law or in equity (which rights and remedies shall be cumulative and shall not be deemed inconsistent with each other and which may be exercised at the same time to the greatest extent permitted by law), immediately terminate this Contract upon written notice thereof to the Contractor. At any time following a Contractor Event of Default, the Town may (but shall not be obligated to) cure any default by the Contractor hereunder, and all costs and expenses incurred by the Town, including attorneys' fees and expenses, in curing a default shall be paid by the Contractor to the Town on demand. The Town's right to cure a default specifically includes the right on the part of the Town to hire a contractor to perform the contractual obligations of the Contractor and to make a claim against the Contractor for any



increased cost in hiring a new contractor to perform the Contractor's duties hereunder. In no event shall the Contractor be liable for any indirect, special or consequential damages except, if for any reason, the performance surety is unwilling or unable to perform.

#### 12.3.4. Remedies for Town Events of Default

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

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

## 12.5 Liquidated Damages

MUNICIPALITY shall be entitled to assess liquidated damages against CONTRACTOR for failure to perform the following specified obligations under this Contract. 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 Town of Longmeadow in the event CONTRACTOR defaults on any of the following specified obligations. The Town of Longmeadow will submit a written statement imposing said damages once notification of alleged infraction has been discovered. Notification may be submitted by fax. CONTRACTOR shall either provide written dispute within 3 days or remit payment for imposed damages within 30 days. Failure by CONTRACTOR to respond or remit payment will allow the Town of Longmeadow to withhold the amount of liquidated damages assessed from any payment owed to CONTRACTOR as a credit or offset of such amount.

### 1. Collection:

- (a) Collection of Solid Waste or recyclables from locations other than those that are approved by the Town of Longmeadow; \$200 per occurrence.
- (b) Collection of Solid Waste that is not in the Town of Longmeadow approved carts, exceeding the 35 gallon cart limit, or improperly prepared bags (i.e. broken or oversized); \$100.00 for each occurrence.
- (c) Collecting Solid Waste in excess of the 35-gallon cart limit that is not in an approved Town of Longmeadow approved PAYT bag: \$100.00 per occurrence.
- (d) Failure to collect properly prepared Solid Waste or Recyclables from a specific location on the same day as the regular collection route or by 12:00 p.m. of the following day if so authorized by the Town of Longmeadow; \$50.00 for each occurrence for each calendar day the failure to collect is not corrected.
- (e) Failure to collect Solid Waste or Recyclables from Municipal Buildings as specified: \$50.00 per occurrence per location.
- (f) Mixing of Solid Waste and Designated Recyclables is prohibited: \$500.00 per occurrence or \$1,000.00 per truckload.
- (g) Disposing of as trash, those recyclables materials appropriately set out for recycling: \$500.00 per occurrence or \$1,000.00 per truckload.
- (h) Collection beginning prior to 7:00 am and finishing after 6:00 pm without Town of Longmeadow approval: \$50.00 per occurrence.

2. Contaminated Recyclables, Improper Packaging/labeling.
  - (a) Failure to leave a rejection notice on material that is unacceptable due to contamination, improper PAYT bags, exceeding the 35-gallon limit or improperly prepared bags (i.e. broken or oversized): \$50.00 per occurrence.
  - (b) When material is rejected, failure to notify the Town of Longmeadow by the end of the day of the rejection of anticipated materials: \$50.00 per occurrence.
3. Thrown Bin/Container.
  - (a) Willful mishandling of Solid Waste or Recycling Containers: \$50.00 per occurrence.
  - (b) Placement of barrels, recycling bins, carts, or lids such that they obstruct roads, driveways, or mailboxes: \$50.00 per occurrence.
4. Submission of Reports.
  - (a) Failure to provide the reports in a complete, accurate manner, and by the date and time due may result in liquidated damages of fifty dollars (\$50.00) per report. Liquidated damages of fifty dollars (\$50.00) per day, for each working day that the reports are late, may be assessed for late reports.
5. Littering.
  - (a) Failure to immediately pickup Solid Waste or Recyclables spilled during collection: \$100.00 per occurrence.
  - (b) Failure to promptly pickup Solid Waste or Recyclables spilled during haul or collection in the Town of Longmeadow, or outside the Longmeadow boundaries if the Town receives a complaint of such a spill: \$100.00 per occurrence.
    - (c) If CONTRACTOR is found to be in violation of any State or local littering laws, in addition to any fines levied, liquidated damages in the amount of five-hundred dollars (\$500.00) per incident may be assessed.
6. Telecommunication Requirements.
  - (a) If CONTRACTOR fails to provide toll free phone lines to receive calls from customers and/or fails to provide a toll-free phone line, e-mail address and facsimile line to receive calls from the Town of Longmeadow, liquidated damages of fifty dollars (\$50.00) per day, per phone/facsimile line may be assessed.
  - (b) Failure to maintain direct contact, either by phone or other method acceptable to the Town, between the Town and the route supervisor: \$100.00 per occurrence.

- (c) Failure to maintain customer service representatives to answer customers call every day collections occur including weekend and holidays, \$250.00 per occurrence.

7. Equipment.

- a) Failure to maintain equipment in proper working order: \$50.00 per occurrence.
- b) Leaking or spilling of solids or fluids from the collection vehicle: \$100.00 per single location.
- c) Failure to notify MUNICIPALITY of change in primary designated collection: \$50.00 per occurrence.
- d) Use of collection vehicle other than under the provisions of the Contract: \$50.00 per occurrence.
- e) Failure or neglect to repair or furnish replacement dumpster or wheeled cart meeting the requirements of this Contract within five days: \$200.00 per container not furnished.

### 13. FORCE MAJEURE AND CHANGES IN LAW

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

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

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

13.2 Changes in Law. The Contractor shall keep fully informed of, and comply with, all Federal, State and municipal government laws, rules, regulations, policies, requirements and ordinances which pertain to the collection, processing and disposal of solid waste, recyclables, CRTs, white goods, bulky items and HHW which may be in force as of the contract date or mandated during the term of this agreement. A change in law,

if any, during the term of this agreement shall be subject to thorough cost analysis relative to the impact on additive or deductive changes to the original fixed fee, and to that end, the parties agree to enter into reasonable, good faith negotiations.

APPENDIX I

**PREVAILING WAGE RATES**

TOWN OF LONGMEADOW



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

**Prevailing Wage Rates**

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

CHARLES D. BAKER  
Governor

ROSALIN ACOSTA  
Secretary

KARYN E. POLITO  
Lt. Governor

WILLIAM D MCKINNEY  
Director

**Awarding Authority:** Town of Longmeadow

**Contract Number:**

**City/Town:** LONGMEADOW

**Description of Work:** Solid waste recycling collection services and driver

**Job Location:** Longmeadow, Various

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Trash/Recycle</b>						
Driver	07/01/2020	\$20.30	\$5.69	\$0.00	\$0.00	\$25.99
{LONGMEADOW}	07/01/2021	\$20.92	\$5.69	\$0.00	\$0.00	\$26.61
	07/01/2022	\$21.56	\$5.69	\$0.00	\$0.00	\$27.25
	07/01/2023	\$22.19	\$5.69	\$0.00	\$0.00	\$27.88
	07/01/2024	\$22.85	\$5.69	\$0.00	\$0.00	\$28.54
	07/01/2025	\$23.54	\$5.69	\$0.00	\$0.00	\$29.23
<b>Laborer</b>						
Laborer	07/01/2020	\$18.42	\$5.69	\$0.00	\$0.00	\$24.11
{LONGMEADOW}	07/01/2021	\$18.97	\$5.69	\$0.00	\$0.00	\$24.66
	07/01/2022	\$19.55	\$5.69	\$0.00	\$0.00	\$25.24
	07/01/2023	\$20.13	\$5.69	\$0.00	\$0.00	\$25.82
	07/01/2024	\$20.75	\$5.69	\$0.00	\$0.00	\$26.44
	07/01/2025	\$21.37	\$5.69	\$0.00	\$0.00	\$27.06

Additional Apprentice Information:

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

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

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

\*\* Multiple ratios are listed in the comment field.

\*\*\* APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

\*\*\*\* APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.



**Appendix II**  
Municipal & School Collection Sites with Current Schedule

**Appendix II**  
Municipal Collection Sites

<b>LONGMEADOW PUBLIC SCHOOLS</b>	<b>SOLID WASTE CONTAINER SIZE</b>	<b>SOLID WASTE COLLECTION FREQUENCY</b>	<b>PICK – UP SCHEDULE</b>	<b>CARDBOARD DUMPSTERS</b>	<b>96 GALLON TOTERS (Bottles, Cans, etc.)</b>	<b>RECYCLING COLLECTION FREQUENCY</b>
BLUEBERRY HILL ELEMENTARY SCHOOL	8 C.Y	Twice per week Tues / Thurs	After 2:00p.m but before 6:00p.m.	6 C.Y	8	Every Other Week Paper* Every Other Week Bottles
CENTER ELEMENTARY SCHOOL	8 C.Y.	Twice per week Tues / Thurs	After 1:30p.m but before 6:00p.m.	6 C.Y	8	Every Other Week Paper* Every Other Week Bottles
WOLF SWAMP ROAD SCHOOL	8 C.Y.	Twice per week Tues / Thurs	After 1:30p.m but before 6:00p.m.	6 C.Y.	8	Every Other Week Paper* Every Other Week Bottles
GLENBROOK MIDDLE SCHOOL	8 C.Y.	Twice per week Tues / Thurs	After 2:15p.m but before 6:00p.m.	6 C.Y	8	Every Other Week Paper* Every Other Week Bottles
WILLIAMS MIDDLE SCHOOL	8 C.Y.	Twice per week Tues / Thurs	After 2:00p.m but before 6:00p.m.	6 C.Y	8	Every Week Paper* Every Other Week Bottles
LONGMEADOW HIGH SCHOOL	2 @ 10 C.Y.	Once daily when in session, weekly when not in session	After 7:00a.m but before 7:45a.m <u>and</u> After 1:00p.m. but before 6:00p.m.	2 @ 6 C.Y	12	Every Other Week Paper* Every Other Week Bottles

\* Reduced recycling and trash pick-up schedule during school holidays and the summer months when school is not in session

**Appendix II**  
Municipal Collection Sites

<b>LONGMEADOW MUNICIPAL BUILDINGS</b>	<b>SIZE</b>	<b>SOLID WASTE COLLECTION FREQUENCY</b>	<b>PICK – UP SCHEDULE</b>	<b>CARDBOARD DUMPSTERS</b>	<b>96 GALLON TOTERS (Bottles, Cans, etc.)</b>	<b>RECYCLING COLLECTION FREQUENCY</b>
GREENWOOD CENTER	8 C.Y.	Twice / week	Once per week	6 C.Y.	4	Every Week
COMMUNITY HOUSE	None.	None	Thursday	6 C.Y.	0	Every Other Week
POLICE / FIRE STATION and TOWN HALL	8 C.Y.	Once per week	N/A	N/A	1 for Bottles / Cans	Every Other Week
STORRS LIBRARY	Curbside Pickup	Once per week Curbside	Once per week Curbside	Curbside Pickup	N/A	Every Other Week
LEGION HALL	Curbside Pickup	Once per week Curbside	Once per week Curbside	Curbside Pickup	N/A	Every Other Week
TOWN YARD	10 C.Y.	Once per week	Curbside	Curbside	None	Every Other Week
RECYCLING AND YARD WASTE CENTER	None	None	Thursday	6 C.Y.	6	Every Other Week
40 Yard Roll-off containers are emptied on an as-needed basis, currently weekly April through December and less often January through March						

## Appendix III

### Examples of the Fuel Adjustment Calculation

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

Base line Diesel Fuel Price:	\$2.39/GA
Base line <u>monthly</u> fuel usage	
(Average of Aug, Sept, Oct, 2020 usage):	1,100 Gallons
Average diesel fuel price of preceding six months	\$2.49/GA
Price increase (per gallon)	\$0.10/GA
Fuel Adjustment price per gallon:	No fuel adjustment
<u>Six month</u> payment adjustment:	None

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

Base line Diesel Fuel Price	\$2.39/GA
Base line <u>monthly</u> fuel usage	
(Average of Aug, Sept, Oct, 2020 usage):	1,100 Gallons
Average diesel fuel price of preceding six months	\$2.74/GA
Price increase (per gallon)	\$0.35/GA
Fuel Adjustment price per gallon:	\$0.10/GA
<u>Six month</u> payment adjustment:	
Added payment to Contractor of	\$660.00

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

Base line Diesel Fuel Price:	\$2.39/GA
Base line <u>monthly</u> fuel usage	
(Average of Aug, Sept, Oct, 2020 usage):	1,100 Gallons
Average diesel fuel price of preceding six months	\$2.19/GA
Price decrease (per gallon)	\$0.20/GA
Fuel Adjustment price per gallon:	No fuel adjustment
<u>Six month</u> payment adjustment:	None

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

Base line Diesel Fuel Price:	\$2.39/GA
Base line <u>monthly</u> fuel usage	
(Average of Aug, Sept, Oct, 2020 usage):	1,100 Gallons
Average diesel fuel price of preceding six months	\$2.09/GA
Price increase (per gallon)	\$0.30/GA
Fuel Adjustment price per gallon:	\$0.05/GA
<u>Six month</u> credit adjustment to the Town:	\$330.00

## **APPENDIX IV EXAMPLE “SORRY” STICKER**

**Dear Customer:**

Sorry, we could not pick up your:

**TRASH Because:**

- Trash must be out by 7:00AM
- Extra trash must be placed in Official Town trash bags.
- Container too heavy (exceeds 40 lbs)
- Paint **MUST** be completely dry with lid off
- Yard waste mixed with garbage  
(Yard waste may not be disposed  
with trash by state mandate)
- Bulky waste is not collected at the curbside
- WE TOOK YOUR TRASH THIS TIME, BUT  
WILL NOT THE NEXT TIME!**

**RECYCLABLES Because:**

- This is paper week, not bottles and cans week
- This is bottles and cans week, not paper week
- Recyclables should not be in plastic bags
- Paper products need to be separated  
from glass/plastic and cans
- All recyclables must be clean/free of  
food contamination
- No dirty diapers
- These materials are not accepted in your  
recycling program
- Boxes must be flattened and cut to  
no more than 3'x 3' feet.
- OTHER

If you have any questions or need further information,  
please call the Contractor at (800) xxx-xxxx or  
the Longmeadow DPW at 567-3400.      **THANK YOU!**

## **Appendix V Schedule of Holidays**

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

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

- New Year's Day
- Memorial Day
- Independence Day, July 4<sup>th</sup>
- Labor Day
- Thanksgiving Day
- Christmas Day

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

**APPENDIX VI**  
**CURRENT COLLECTION ROUTES & TOWN MAP**  
**Town of Longmeadow (Page 1)**

STREET	SECTION	STREET	SECTION	STREET	SECTION	STREET	SECTION
ACADEMY DRIVE	F	CHERRY LANE	THUR	ELY ROAD	T	HOPKINS PLACE	W
ALBEMARLE ROAD	M	CHESHIRE DRIVE	F	ELY WAY	T		
ALLEN ROAD	T	CHESTNUT ROAD	T	EMERSON ROAD	T	INVERNESS LANE	F
ALTHEA DRIVE	THUR	CHISWICK STREET	M	ENGLEWOOD ROAD	T		
ANDOVER ROAD	F	CHURCHILL DRIVE	F	ERSKINE DRIVE	THUR	JONQUIL LANE	T
ANNAWAN ROAD	W	CIRCLE ROAD	M	ESSEX COURT	THUR		
ANTHONY ROAD	T	CLAIRMONT STREET	T	ETON ROAD	T & W	KENBROOK LANE	M
ARCADIA STREET	M	CLIFFORD LANE	F	EUNICE DRIVE	W	KENMORE DRIVE	M
ARDSLEY ROAD	THUR	COBBLE STONE ROAD	F	EXETER AVENUE	F	KIMBERLY CIRCLE	F
ARLINGTON ROAD	T	COLGAN AVENUE	THUR			KING PHILIP DRIVE	F
ASHFORD ROAD	F	COLONY ACRES ROAD	THUR	FAIRFIELD TERRACE	W	KINGSBURY LANE	T
AVONDALE ROAD	M	COLONY ROAD	W	FAIR HILL DRIVE	THUR	KNOLLWOOD CIRCLE	M
		COLTON PLACE	THUR	FAIRMONT STREET	W	KNOLLWOOD DRIVE	M
BARBARA LANE	F	CONCORD ROAD	W & THUR	FAIRVIEW STREET	T	KNOX STREET	T
BARCLAY STREET	M	CONVERSE STREET	W & F	FAIRWAY DRIVE	M		
BARK HAUL ROAD	T	COOLEY DRIVE	T	FALMOUTH ROAD	THUR	LAKE DRIVE	THUR
BARRINGTON ROAD	T	COVENTRY LANE	THUR	FARMINGTON AVENUE	W	LAUREL LANE	W
BECKWITH DRIVE	W	CRANWELL LANE	F	FARMINGTON ROAD	W	LAUREL STREET	W
BEL-AIR DRIVE	M	CRESCENT ROAD	T	FARMELEA ROAD	T	LAWNWOOD AVENUE	T
BELLECLAIRE AVENUE	W	CREST AVENUE	THUR	FENWOOD ROAD	M	LAWRENCE DRIVE	THUR
BELLEVUE AVENUE	T	CRESTVIEW CIRCLE	THUR	FERNCROFT STREET	M	LEE'S LANE	THUR
BENEDICT TERRACE	W	CROSS STREET	W	FERNLEAF AVENUE	W	LEETWOOD DRIVE	M
BERKELEY DRIVE	F			FIELD ROAD	T	LENOX STREET	T
BERKSHIRE LANE	F	DARTMOUTH ROAD	THUR	FOREST GLEN ROAD	W	LEXINGTON ROAD	T
BERWICK ROAD	M	DAVIS COURT	W	FRANKLIN DRIVE	M	LINCOLN PARK	M
BERWICK TERRACE	M	DEEPWOODS DRIVE	F	FRANKLIN TERRACE	M	LINCOLN ROAD	M
BIRCH ROAD	M	DEERFIELD AVENUE	F	FRANK SMITH ROAD	F	LLEWELLYN PLACE	W
BIRCHWOOD AVENUE	W	DENNIS ROAD	THUR			LLEWELLYN STREET	W
BIRNIE ROAD	T	DICKINSON STREET	N/A	GLEN BROOK LANE	F	LONGFELLOW DRIVE	THUR
BLISS COURT	F	DOVER ROAD	W	GLENWOOD CIRCLE	T	LONGMEADOW STREET	T
BLISS ROAD	W, THUR & F	DRUID CIRCLE	THUR	GRASSY GUTTER ROAD	THUR	LONGVIEW DRIVE	T
BLOKLAND DRIVE	THUR	DRURY LANE	M	GREENACRE AVENUE	W	LORENZ STREET	W
BLUEBERRY HILL ROAD	THUR	DUNN ROAD	T	GREEN HILL ROAD	F	LYNNWOOD DRIVE	THUR
BOOTH STREET	T	DUNSANY DRIVE	M	GREEN MEADOW DRIVE	THUR		
BRANCH STREET	T	DURHAM ROAD	W	GREENWICH ROAD	W	MAGNOLIA CIRCLE	THUR
BRIARCLIFF ROAD	T	DUXBURY LANE	THUR	GREEN WILLOW DRIVE	F	MAPLE ROAD	M
BRITTANY ROAD	T	DWIGHT ROAD	F			MAPLE TERRACE	M
BROOKS CIRCLE	F			HANOVER LANE	F	MAPLEWOOD STREET	M
BROOKS ROAD	F	EAST GREENWICH RD	W	HARWICH ROAD	W	MASSACHUSETTS AVE	T
BROOKSIDE DRIVE	THUR	EASTLAND ROAD	M	HA WTHORN STREET	W	MAYFAIR DRIVE	T
BROOKWOOD DRIVE	M	EAST PRIMROSE DR	THUR	HAZARDVILLE ROAD	M	MEADOW ROAD	T
BURBANK ROAD	W & THUR	EDGEMONT STREET	M	HAZELWOOD AVENUE	W	MEADOWBROOK ROAD	T
		EDGEWOOD AVENUE	T	HEATHER ROAD	THUR	MEADOWLARK DRIVE	M
CAMBRIDGE CIRCLE	F	EDSON STREET	W	HERBERT STREET	T	MEMERY LANE	F
CANTERBURY LANE	F	EDWARD CIRCLE	THUR	HIGHLAND STREET	W	MERRIWEATHER DR	THUR
CAPTAIN ROAD	F	ELIZABETH CIRCLE	THUR	HILLCREST AVENUE	T	METACOMET ROAD	F
CARAVELLE DRIVE	F	ELLINGTON ROAD	W	HILLSIDE TERRACE	M	MILL ROAD	THUR
CEDAR ROAD	M	ELLINGTON STREET	W	HILLTOP ROAD	THUR	MOHAWK DRIVE	F
CHANDLER AVENUE	T	ELM AVENUE	T	HOMECREST STREET	W	MORNINGSIDE DRIVE	THUR
CHATHAM ROAD	W	ELMWOOD AVENUE	T	HOMESTEAD BOULEVARD	T		

**APPENDIX VI  
CURRENT COLLECTION ROUTES  
Town of Longmeadow (Page 2)**

STREET	SECTION	STREET	SECTION	STREET	SECTION
NATANIS PATH	W	SHAKER ROAD	M & THUR	WILLIAMSBURG DR	F
NEVINS AVENUE	M	SHEFFIELD AVENUE	M	WILLIAMSBURG LANE	F
NORMANDY ROAD	W	SHERWOOD DRIVE	F	WILLIAMS COURT	THUR
NORTHFIELD ROAD	F	SILVER BIRCH RD	F	WILLIAMS STREET (LONGMEADOW - WOODSIDE)	THUR
NORWAY STREET	M	SOUTH AVENUE	T	WILLIAMS STREET (WOODSIDE - WEST CHESTNUT)	F
		SOUTH PARK AVE	W	WILLISTON DRIVE	F
OAK ROAD	M	SOUTH PARK PLACE	W	WILLOW BROOK RD	F
OAK HOLLOW DRIVE	F	STIRLING STREET	T	WILLOW CIRCLE	F
OAKWOOD DRIVE	THUR	SUMMIT AVENUE	T	WIMBLETON DRIVE	M
OAKWOOD PLACE	THUR	SUNSET LANE	T	WINDSOR PLACE	T
ODIARNA DRIVE	M	SYLVAN PLACE	T	WOLF SWAMP ROAD	M & F
OSCEOLA LANE	W			WOODLAND ROAD	M
OVERBROOK LANE	THUR	TANGLEWOOD DRIVE	THUR	WOODLAWN PLACE	W
OVERBROOK ROAD	THUR	TECUMSEH DRIVE	W	WOODMONT ROAD	M
OXFORD ROAD	W	TEDFORD DRIVE	M	WOODSIDE DRIVE	THUR
		TENNYSON DRIVE	THUR	WOODSLEY ROAD	THUR
PARK DRIVE	W	TERRY DRIVE	THUR	WOOLWORTH STREET	THUR
PARK DRIVE SOUTH	THUR	TINA LANE	N/A	WYNDWARD ROAD	M
PARKSIDE DR	THUR	TURNER PARK ROAD	N/A		
PENDLETON ROAD	F	TWINBROOK CIRCLE	THUR	YARMOUTH STREET	M
PINE LAWN ROAD	T	TWIN HILLS DRIVE	F	YORK DRIVE	W
PINEWOOD DRIVE	THUR				
PIONEER DRIVE	F	VANCE STREET	M	BLISS RD (BLUEBERRY HILL - WILLIAMS )	F
PLEASANTVIEW AVE	T	VANGUARD LANE	F	BLISS RD (LAUREL - BLUEBERRY HILL)	THUR
PLYMOUTH ROAD	THUR	VILLAGE DRIVE	F	BLISS RD (LONGMEADOW - LAUREL )	W
PONDSIDE ROAD	T	VILLA STREET	W	BURBANK RD (CONVERSE ST - OAKWOOD DR)	W
PORTER LAKE DRIVE	W	VIOLA ROAD	T	BURBANK (OAKWOOD - BLISS)	THUR
PRIMROSE DRIVE	THUR	VISCOUNT ROAD	F	CONCORD RD (SALEM - BLUEBERRY HILL)	THUR
PRYNNE RIDGE ROAD	M			CONCORD RD (SOUTH TO SALEM RD)	W
PRYNNWOOD ROAD	M	WAKEFIELD DRIVE	F	CONVERSE ST ( BECKWITH - DWIGHT)	F
		WARREN TERRACE	T	CONVERSE ST (LONGMEADOW ST - BECKWITH DR)	W
QUINNEHTUK CIRCLE	F	WARWICK STREET	T	ETON RD (CONVERSE ST - SOUTH)	W
QUINNEHTUK ROAD	F	WASHINGTON ROAD	M	ETON ROAD (CONVERSE - COLONY)	T
		WELLSLEY DRIVE	F	FRANK SMITH (WILLIAMS - MAPLE)	F
REDFERN DRIVE	F	WENDOVER ROAD	W	INVERNESS LANE (GLENBROOK - FRANK SMITH)	F
REGENT CIRCLE	F	WENONAH PLACE	W	INVERNESS LANE (GLENBROOK - WOLF SWAMP)	M
REVERE ROAD	F	WENONAH ROAD	W	LAUREL ST (FOREST GLEN-SOUTH TO WILLIAMS ST)	W
RIDGE ROAD	THUR	WEST CHESTNUT RD	F	LONGMEADOW ST (CONNECTICUT LINE - WEST SIDE;	
RIDEWAY CIRCLE	T	WESTERN DRIVE	T	NORTH TO WESTERN DR EAST SIDE)	T
RIVERVIEW AVENUE	T	WESTMORELAND AVE	W	LONGMEADOW ST (SOUTH FOREST GLEN RD	
ROBIN ROAD	M	WEST ROAD	T	WILLIAMS ST EAST SIDE)	W
ROSELAND TERRACE	W	WHEELMEADOW DR	T	LONGMEADOW ST (WILLIAMS ST, EAST SIDE-HILLSIDE)	THUR
ROSEMORE STREET	W	WHEELMEADOW LANE	T	MERRIWEATHER DR (WILLIAMS - CAPTAIN)	THUR
RUGBY ROAD	W	WHITE OAKS DRIVE	F	RUGBY RD ( CONVERSE ST - EAST GREENWICH RD)	T
RUSSELL ROAD	T	WHITMUN ROAD	M	RUGBY RD (CONVERSE ST - SOUTH)	W
		WILDFLOWER LANE	T	SHAKER RD (WILLIAMS - LONGMEADOW COUNTRY CLUB)	THUR
SALEM ROAD	THUR	WILD GROVE LANE	F	SHAKER ROAD (HAZARDVILLE - MAPLE)	M
SEVERN STREET	T	WILDWOOD GLEN	M	WOLF SWAMP RD (INVERNESS, EAST - QUINNEHTUK)	F
SHADY KNOLL DRIVE	T	WILKIN DRIVE	THUR	WOLF SWAMP ROAD ( SHAKER - INVERNESS)	M
SHADY SIDE DRIVE	F	WILLETT DRIVE	THUR		



**Appendix VII**

**PRICE PROPOSAL SUBMISSION FORMS**

**MUNICIPAL SOLID WASTE AND RECYCLING SERVICES**

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

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

**COMPANY NAME:** \_\_\_\_\_

**PROPOSAL PRICING ASSUMING A FIVE (5) YEAR CONTRACT**

**Option #1:** Weekly collection and transportation of Municipal Solid Waste and Recyclable Materials from households. Municipal Solid Waste will be delivered to Community Eco Partners (CEP) on Route 5 in Agawam and recyclable materials will be delivered to the Springfield MRF on Birnie Avenue in Springfield. The Town’s mandatory waste reduction program sets a limit of one 35-gallon Town of Longmeadow cart, not to exceed 40 lbs. per household per week, plus any special Town approved Pay-as-you-Throw (PAYT) bags purchased by the residents. There is no limit to the quantity of material that may be recycled.

**Year 1 (July 1, 2020 –June 30, 2021)** \$ \_\_\_\_\_ total amount per year  
Total amount per year written in words: \_\_\_\_\_  
\_\_\_\_\_

---

**Year 2 (July 1, 2021 –June 30, 2022)** \$ \_\_\_\_\_ total amount per year  
Total amount per year written in words: \_\_\_\_\_  
\_\_\_\_\_

**Year 3 (July 1, 2022 -June 30, 2023)** \$ \_\_\_\_\_ total amount per year  
Total amount per year written in words: \_\_\_\_\_  
\_\_\_\_\_

**Year 4 (July 1, 2023 –June 30, 2024)** \$ \_\_\_\_\_ total amount per year  
Total amount per year written in words: \_\_\_\_\_  
\_\_\_\_\_

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**Year 5 (July 1, 2024 –June 30, 2025)** \$ \_\_\_\_\_ total amount per year  
Total amount per year written in words: \_\_\_\_\_  
\_\_\_\_\_

---

**TOTAL AMOUNT FOR FIVE YEARS: \$** \_\_\_\_\_

Total amount for all five years written in words \_\_\_\_\_  
\_\_\_\_\_

**Option #2: Collection and transportation of Municipal Solid Waste and Recyclable Materials from Municipal Facilities. Municipal Solid Waste is to be delivered to Community Eco Partners (CEP) on Route 5 in Agawam and Recyclable Materials is to be delivered to the Springfield MRF on Birnie Avenue in Springfield.** (Fill in those sections for which you offer services. Put N/A in sections where you do not offer services. Please insert price in dollars per disposal.)

Size	Monthly Rental Rate	July 2020-June 2021					On Call
		Number of Hauls per Week					
		1x	2x	3x	4x	5x	
2yd							
4yd							
6yd							
8yd							
10yd							
compactor							
95 gallon toter							
30yd roll-off							
40cy roll-off							

Size	Monthly Rental Rate	July 2021-June 2022					On Call
		Number of Hauls per Week					
		1x	2x	3x	4x	5x	
2yd							
4yd							
6yd							
8yd							
10yd							
compactor							
95 gallon toter							
30yd roll-off							
40cy roll-off							

Size	Monthly Rental Rate	July 2022-June 2023					On Call
		Number of Hauls per Week					
		1x	2x	3x	4x	5x	
2yd							
4yd							
6yd							
8yd							
10yd							
compactor							
95 gallon toter							
30yd roll-off							
40cy roll-off							

**Option #2 (Continued): Collection and transportation of Municipal Solid Waste and Recyclable Materials from Municipal Facilities. Municipal Solid Waste is to be delivered to Covanta Inc. on Route 5 in Agawam and Recyclable Materials is to be delivered to the Springfield MRF on Birnie Avenue in Springfield.** (Fill in those sections for which you offer services. Put N/A in sections where you do not offer services. Please insert price in dollars per disposal.)

Size	Monthly Rental Rate	July 2023 -June 2024					On Call
		Number of Hauls per Week					
		1x	2x	3x	4x	5x	
2yd							
4yd							
6yd							
8yd							
10yd							
compactor							
95 gallon toter							
30yd roll-off							
40cy roll-off							

Size	Monthly Rental Rate	July 2024 -June 2025					On Call
		Number of Hauls per Week					
		1x	2x	3x	4x	5x	
2yd							
4yd							
6yd							
8yd							
10yd							
compactor							
95 gallon toter							
30yd roll-off							
40cy roll-off							

**Option #3: Alternate Proposal for Option #2: Collection, transportation and disposal of solid waste and recyclables from Schools and Municipal Buildings. In this alternate proposal, the hauler will collect any recyclables and/or trash in totes from these facilities, with curbside trash and recycling as scheduled.**

**In addition, the hauler may co-mingle trash and any recyclables in dumpsters (such as cardboard) with their commercial trash and recycling collections. The town and the hauler will agree on per cubic yard or ton conversion factor which represents the CY/ton in an average weekly or daily pick up of each of the commodities. This conversion is used as the factor with which to compensate the town at both CEP (for trash) and the Springfield MRF (for recyclables) collected previously from town buildings on the hauler’s commercial routes. This process allows the town to fulfill its contractual obligations to both CEP and the MRF as well as get credit for all recycling. It also allows the Town to adjust costs if there are reduced pickups at any time during the life of this contract. Further it allows the hauler to maximize their routes and minimize time.**

(Fill in those sections for which you offer services. Put N/A in sections where you do not offer services. Please insert price in dollars per disposal.)

July 2020-June 2021							
Size	Monthly Rental Rate	Number of Hauls per Week					On Call
		1x	2x	3x	4x	5x	
2yd							
4yd							
6yd							
8yd							
10yd							
compactor							
95 gallon toter							
30yd roll-off							
40cy roll-off							

July 2021-June 2022							
Size	Monthly Rental Rate	Number of Hauls per Week					On Call
		1x	2x	3x	4x	5x	
2yd							
4yd							
6yd							
8yd							
10yd							
compactor							
95 gallon toter							
30yd roll-off							
40cy roll-off							

**Option #3 (Continued): Collection, transportation and disposal of Municipal Solid Waste and Recyclable Material from Municipal Facilities.** (Fill in those sections for which you offer services. Put N/A in sections where you do not offer services. Please insert price in dollars per disposal.)

July 2022-June 2023

Size	Monthly Rental Rate	Number of Hauls per Week					On Call
		1x	2x	3x	4x	5x	
2yd							
4yd							
6yd							
8yd							
10yd							
compactor							
95 gallon toter							
30yd roll-off							
40cy roll-off							

July 2023-June 2024

Size	Monthly Rental Rate	Number of Hauls per Week					On Call
		1x	2x	3x	4x	5x	
2yd							
4yd							
6yd							
8yd							
10yd							
compactor							
95 gallon toter							
30yd roll-off							
40cy roll-off							

July 2024-June 2025

Size	Monthly Rental Rate	Number of Hauls per Week					On Call
		1x	2x	3x	4x	5x	
2yd							
4yd							
6yd							
8yd							
10yd							
compactor							
95 gallon toter							
30yd roll-off							
40cy roll-off							

**Option #4: Alternate proposals for the collection and transportation of Municipal Solid Waste and Recyclable Materials will be considered. Any proposal that would help reduce costs and provide efficient trash and recycling collection service will be considered.**

**Year 1 (July 1, 2020 –June 30, 2021)** \$ \_\_\_\_\_ total amount per year  
Total amount per year written in words : \_\_\_\_\_  
\_\_\_\_\_

---

**Year 2 (July 1, 2021–June 30, 2022)** \$ \_\_\_\_\_ total amount per year  
Total amount per year written in words : \_\_\_\_\_  
\_\_\_\_\_

**Year 3 (July 1, 2022 -June 30, 2023)** \$ \_\_\_\_\_ total amount per year  
Total amount per year written in words: \_\_\_\_\_  
\_\_\_\_\_

**Year 4 (July 1, 2023 –June 30, 2024)** \$ \_\_\_\_\_ total amount per year  
Total amount per year written in words: \_\_\_\_\_  
\_\_\_\_\_

---

**Year 5 (July 1, 2024 –June 30, 2025)** \$ \_\_\_\_\_ total amount per year  
Total amount per year written in words: \_\_\_\_\_  
\_\_\_\_\_

---

**TOTAL AMOUNT FOR FIVE YEARS: \$** \_\_\_\_\_  
Total amount for all five years written in words \_\_\_\_\_  
\_\_\_\_\_

---

**Additional Services:**

**Option #5: State availability of collection and processing of white goods, bulky items, and cathode ray tubes (CRTs) via direct arrangement (scheduling pick up and payment) between the Contractor and the residents.**

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



**Additional Services Continued:**

**Option #6: Collection of leaves in town approved pre-paid bags to be brought to the leaf drop off site in Longmeadow. Provide per day and per week quotation.**

Each season leaf collections occur approximately beginning the first week of November extending through the first week of December. The schedule is established by how quickly the leaves fall and how many bags are placed to the curb as residents clean their yards as opposed to an established calendar.

Total amount written in words

**Year 1, Fall 2020**

\$ \_\_\_\_\_ per day

\$ \_\_\_\_\_ per week

---

Total amount written in words

**Year 2, Fall 2021**

\$ \_\_\_\_\_ per day

\$ \_\_\_\_\_ per week

---

Total amount written in words

**Year 3, Fall 2022**

(\$ \_\_\_\_\_ per day

\$ \_\_\_\_\_ per week

---

Total amount written in words

**Year 4, Fall 2023**

\$ \_\_\_\_\_ per day

\$ \_\_\_\_\_ per week

---

Total amount written in words

**Year 5, Fall 2024**

\$ \_\_\_\_\_ per day

\$ \_\_\_\_\_ per week

---

**PRICING ASSUMING A THREE (3) YEAR CONTRACT (FY21 THROUGH FY23), WITH TWO (2) ANNUAL ONE YEAR RENEWAL OPTIONS AT THE SOLE DISCRETION OF THE TOWN FOR FISCAL YEAR FY24, AND FY25**

**ON THE FOLLOWING PAGES 47-54**

**PROPOSAL PRICING ASSUMING A THREE(3) YEAR CONTRACT,+ TWO (2) ANNUAL RENEWALS**

**Option #1:** Weekly collection and transportation of Municipal Solid Waste and Recyclable Materials from households. Municipal Solid Waste will be delivered to Community Eco Partners (CEP) on Route 5 in Agawam and recyclable materials will be delivered to the Springfield MRF on Birnie Avenue in Springfield. The Town’s mandatory waste reduction program sets a limit of one 35-gallon Town of Longmeadow cart, not to exceed 40 lbs. per household per week, plus any special Town approved Pay-as-you-Throw (PAYT) bags purchased by the residents. There is no limit to the quantity of material that may be recycled.

**Year 1 (July 1, 2020 –June 30, 2021)** \$ \_\_\_\_\_ total amount per year  
Total amount per year written in words: \_\_\_\_\_

---

**Year 2 (July 1, 2021 –June 30, 2022)** \$ \_\_\_\_\_ total amount per year  
Total amount per year written in words: \_\_\_\_\_

---

**Year 3 (July 1, 2022 -June 30, 2023)** \$ \_\_\_\_\_ total amount per year  
Total amount per year written in words: \_\_\_\_\_

---

**Year 4 (July 1, 2023 –June 30, 2024)** \$ \_\_\_\_\_ total amount per year  
Total amount per year written in words: \_\_\_\_\_

---

**Year 5 (July 1, 2024 –June 30, 2025)** \$ \_\_\_\_\_ total amount per year  
Total amount per year written in words: \_\_\_\_\_

---

**TOTAL AMOUNT FOR FIVE YEARS: \$** \_\_\_\_\_  
Total amount for all five years written in words \_\_\_\_\_

---

**Option #2: Collection and transportation of Municipal Solid Waste and Recyclable Materials from Municipal Facilities. Municipal Solid Waste is to be delivered to Community Eco Partners (CEP) on Route 5 in Agawam and Recyclable Materials is to be delivered to the Springfield MRF on Birnie Avenue in Springfield.** (Fill in those sections for which you offer services. Put N/A in sections where you do not offer services. Please insert price in dollars per disposal.)

Size	Monthly Rental Rate	July 2020-June 2021					On Call
		Number of Hauls per Week					
		1x	2x	3x	4x	5x	
2yd							
4yd							
6yd							
8yd							
10yd							
compactor							
95 gallon toter							
30yd roll-off							
40cy roll-off							

Size	Monthly Rental Rate	July 2021-June 2022					On Call
		Number of Hauls per Week					
		1x	2x	3x	4x	5x	
2yd							
4yd							
6yd							
8yd							
10yd							
compactor							
95 gallon toter							
30yd roll-off							
40cy roll-off							

Size	Monthly Rental Rate	July 2022-June 2023					On Call
		Number of Hauls per Week					
		1x	2x	3x	4x	5x	
2yd							
4yd							
6yd							
8yd							
10yd							
compactor							
95 gallon toter							
30yd roll-off							
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**Option #2 (Continued): Collection and transportation of Municipal Solid Waste and Recyclable Materials from Municipal Facilities. Municipal Solid Waste is to be delivered to Covanta Inc. on Route 5 in Agawam and Recyclable Materials is to be delivered to the Springfield MRF on Birnie Avenue in Springfield.** (Fill in those sections for which you offer services. Put N/A in sections where you do not offer services. Please insert price in dollars per disposal.)

Size	Monthly Rental Rate	July 2023 -June 2024					On Call
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2yd							
4yd							
6yd							
8yd							
10yd							
compactor							
95 gallon toter							
30yd roll-off							
40cy roll-off							

Size	Monthly Rental Rate	July 2024 -June 2025					On Call
		Number of Hauls per Week					
		1x	2x	3x	4x	5x	
2yd							
4yd							
6yd							
8yd							
10yd							
compactor							
95 gallon toter							
30yd roll-off							
40cy roll-off							

**Option #3: Alternate Proposal for Option #2: Collection, transportation and disposal of solid waste and recyclables from Schools and Municipal Buildings. In this alternate proposal, the hauler will collect any recyclables and/or trash in totes from these facilities, with curbside trash and recycling as scheduled.**

**In addition, the hauler may co-mingle trash and any recyclables in dumpsters (such as cardboard) with their commercial trash and recycling collections. The town and the hauler will agree on per cubic yard or ton conversion factor which represents the CY/ton in an average weekly or daily pick up of each of the commodities. This conversion is used as the factor with which to compensate the town at both CEP (for trash) and the Springfield MRF (for recyclables) collected previously from town buildings on the hauler’s commercial routes. This process allows the town to fulfill its contractual obligations to both CEP and the MRF as well as get credit for all recycling. It also allows the Town to adjust costs if there are reduced pickups at any time during the life of this contract. Further it allows the hauler to maximize their routes and minimize time.**

(Fill in those sections for which you offer services. Put N/A in sections where you do not offer services. Please insert price in dollars per disposal.)

July 2020-June 2021							
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		1x	2x	3x	4x	5x	
2yd							
4yd							
6yd							
8yd							
10yd							
compactor							
95 gallon toter							
30yd roll-off							
40cy roll-off							

July 2021-June 2022							
Size	Monthly Rental Rate	Number of Hauls per Week					On Call
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2yd							
4yd							
6yd							
8yd							
10yd							
compactor							
95 gallon toter							
30yd roll-off							
40cy roll-off							

**Option #3 (Continued): Collection, transportation and disposal of Municipal Solid Waste and Recyclable Material from Municipal Facilities.** (Fill in those sections for which you offer services. Put N/A in sections where you do not offer services. Please insert price in dollars per disposal.)

July 2022-June 2023

Size	Monthly Rental Rate	Number of Hauls per Week					On Call
		1x	2x	3x	4x	5x	
2yd							
4yd							
6yd							
8yd							
10yd							
compactor							
95 gallon toter							
30yd roll-off							
40cy roll-off							

July 2023-June 2024

Size	Monthly Rental Rate	Number of Hauls per Week					On Call
		1x	2x	3x	4x	5x	
2yd							
4yd							
6yd							
8yd							
10yd							
compactor							
95 gallon toter							
30yd roll-off							
40cy roll-off							

July 2024-June 2025

Size	Monthly Rental Rate	Number of Hauls per Week					On Call
		1x	2x	3x	4x	5x	
2yd							
4yd							
6yd							
8yd							
10yd							
compactor							
95 gallon toter							
30yd roll-off							
40cy roll-off							

**Option #4: Alternate proposals for the collection and transportation of Municipal Solid Waste and Recyclable Materials will be considered. Any proposal that would help reduce costs and provide efficient trash and recycling collection service will be considered.**

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Total amount per year written in words : \_\_\_\_\_  
\_\_\_\_\_

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Total amount per year written in words : \_\_\_\_\_  
\_\_\_\_\_

**Year 3 (July 1, 2022 -June 30, 2023)** \$ \_\_\_\_\_ total amount per year  
Total amount per year written in words: \_\_\_\_\_  
\_\_\_\_\_

**Year 4 (July 1, 2023 –June 30, 2024)** \$ \_\_\_\_\_ total amount per year  
Total amount per year written in words: \_\_\_\_\_  
\_\_\_\_\_

---

**Year 5 (July 1, 2024 –June 30, 2025)** \$ \_\_\_\_\_ total amount per year  
Total amount per year written in words: \_\_\_\_\_  
\_\_\_\_\_

---

**TOTAL AMOUNT FOR FIVE YEARS: \$** \_\_\_\_\_  
Total amount for all five years written in words \_\_\_\_\_  
\_\_\_\_\_

---



**Additional Services:**

**Option #5: State availability of collection and processing of white goods, bulky items, and cathode ray tubes (CRTs) via direct arrangement (scheduling pick up and payment) between the Contractor and the residents.**

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

**Additional Services Continued:**

**Option #6: Collection of leaves in town approved pre-paid bags to be brought to the leaf drop off site in Longmeadow. Provide per day and per week quotation.**

Each season leaf collections occur approximately beginning the first week of November extending through the first week of December. The schedule is established by how quickly the leaves fall and how many bags are placed to the curb as residents clean their yards as opposed to an established calendar.

Total amount written in words

**Year 1, Fall 2020**

\$ \_\_\_\_\_ per day

\$ \_\_\_\_\_ per week

---

Total amount written in words

**Year 2, Fall 2021**

\$ \_\_\_\_\_ per day

\$ \_\_\_\_\_ per week

---

Total amount written in words

**Year 3, Fall 2022**

(\$ \_\_\_\_\_ per day

\$ \_\_\_\_\_ per week

---

Total amount written in words

**Year 4, Fall 2023**

\$ \_\_\_\_\_ per day

\$ \_\_\_\_\_ per week

---

Total amount written in words

**Year 5, Fall 2024**

\$ \_\_\_\_\_ per day

\$ \_\_\_\_\_ per week

---

**PRICE PROPOSAL SUBMISSION INFORMATION:**

*This Bid will be considered subject to appropriations. The right is reserved to reject any and all bids. Unit prices to remain firm throughout the contract term.*

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

**PRICE PROPOSAL CONTENT:**

Have you provided the Price Proposal information as requested? YES\_\_\_\_, NO\_\_\_\_

Price Proposal Content:

One (1) copies shall be provided in a sealed envelope labeled “RFP: SOLID WASTE & RECYCLING, PRICE PROPOSAL”

Each envelope shall contain:

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

**APPENDIX VIII**  
**TECHNICAL PROPOSAL SUBMISSION FORMS**

**MUNICIPAL SOLID WASTE AND RECYCLING SERVICES**  
**TOWN OF LONGMEADOW, MASSACHUSETTS**

**TECHNICAL PROPOSAL CONTENT:**

Have you provided the Technical Proposal information as requested? **YES**\_\_\_\_\_, **NO**\_\_\_\_\_

Technical Proposal content: Seven (7) paper copies and one electronic copy shall be provided in a sealed envelope labeled ‘RFP: SOLID WASTE & RECYCLING, TECHNICAL PROPOSAL’

1. Bid Deposit in the amount of \$30,000
2. The completed Technical Proposal Submission Forms (Appendix VIII)
3. Contractor Qualification and Program Description Questionnaire (Appendix IX)
4. Evidence of Insurance

**ACKNOWLEDGEMENT OF ADDENDA:**

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

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

**OTHER BIDDER INFORMATION REQUIREMENTS:**

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

**CERTIFICATE OF NON-COLLUSION: MANDATORY FORM**

The undersigned certifies under the penalties of perjury that this bid or bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals.

\_\_\_\_\_  
Signature of person submitting proposal/contract

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Business

**CERTIFICATE OF TAX COMPLIANCE**

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

\_\_\_\_\_

Social Security Number or

Federal Identification Number

\_\_\_\_\_

Signature of Individual or

Corporate Name

\_\_\_\_\_

Corporate Officer  
(if applicable)

\_\_\_\_\_

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

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_

TELEPHONE CONTACT: \_\_\_\_\_

E-MAIL CONTACT: \_\_\_\_\_ WEB SITE: \_\_\_\_\_

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

**A. COMPANY INFORMATION**

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

A2. Please list the officers and principles of your company

Name	Title	Principle State of Residence

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

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

NAME	POSITION or OFFICE	YEARS' EXPERIENCE

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

**B. WORK HISTORY**

B1. How many years experience in Rubbish and Recycling Collection has your organization had?

a. As a General Contractor \_\_\_\_\_

b. As a Sub-Contractor \_\_\_\_\_

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

Client	Location	Class of Work	Percent Complete	Contract Amount

B3. List municipal rubbish and recycling contracts your organization has completed in the past three years.

Client	Location	Class of Work	When Completed	Contract Amount

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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



B6. Has any officer or partner of your organization ever failed to complete a rubbish or recycling collection contract handled in his/her own name? \_\_\_\_\_

If so, state name of individual, name of owner, and reason: \_\_\_\_\_

**C. CONTRACT INFORMATION AND PROGRAM DESCRIPTION**

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

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C2. Please provide a detailed description of your plan for providing the proposed collection of rubbish and recyclables to each Municipality under Options 1 – 6. Include both staffing and equipment utilization. Expand the space provided as necessary or attach separate sheets.

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

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

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

---

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

If renting/leasing, state the reasons for this choice

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

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

\_\_\_\_\_

C7. If you intend to sublet the transportation or perform it through an agent, state the estimated amount of sub-contract or agent's contract and, if known, the name and address of sub-contract or agent, amount and type of his/her equipment and financial responsibility.

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I certify that the above information is complete and truthful.

Signed: \_\_\_\_\_  
Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Title

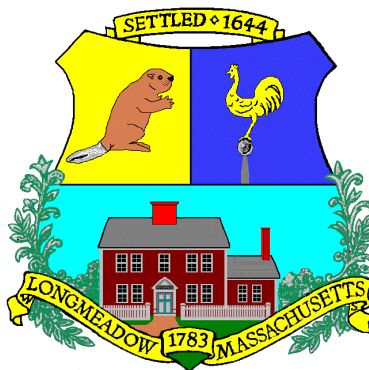
**APPENDIX X**  
**SAMPLE STANDARD CONTRACTS**

CONTRACT FOR THE PROCUREMENT  
OF  
SUPPLIES AND SERVICES

MUNICIPAL SOLID WASTE AND RECYCLING SERVICES

**VENDOR NAME:** \_\_\_\_\_

July 1, 2020



Town of Longmeadow

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

**TABLE OF CONTENTS**

	<u>Page Number</u>
Agreement	1-6
Certificates of Vote	7
Certificate of Insurance	8
Certificate of Non-Collusion	9
 Request for Proposal Document: Municipal Solid Waste and Recyclable Materials Collection, Disposal, and Processing; (ADDENDA); (NEGOTIATED SCOPE OF WORK)	
Vendor: _____, Price Proposal	Attachment A Attachment B

## AGREEMENT

The following provisions shall constitute an Agreement between the Town of Longmeadow, acting by and through its Town Manager and/or Select Board, hereinafter referred to as “Town”, and \_\_\_\_\_ with an address of \_\_\_\_\_ hereinafter referred to as “Contractor”, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020. In consideration of the mutual covenants contained herein, the parties agree as follows:

### **ARTICLE 1: SCOPE OF WORK:**

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

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

### **ARTICLE 2: TIME OF PERFORMANCE:**

During the contract term the Contractor shall complete all work and services as scheduled. The contract shall be for a period of five (5) years (TBD..or three years with two annual renewal options at the sole discretion of the Town). The Contact and services will commence on [July 1, 2020](#) and will conclude through [June 30, 2025](#). The Contractor shall be liable to the Town for damages in the amount(s) as specified in section 12.4: Penalties Related to Performance, of the Longmeadow Request for Proposal: Municipal Solid Waste and Recycling Services.

### **ARTICLE 3: COMPENSATION:**

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

### **ARTICLE 4: CONTRACT DOCUMENTS:**

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

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

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

### **ARTICLE 5: CONTRACT TERMINATION:**

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

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

**ARTICLE 6: INDEMNIFICATION:**

The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Longmeadow, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys’ fees) that may arise out of or in connection with the work and/or service being performed or to be performed by the Contractor, its employees, agents, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Longmeadow for damage to its property caused by the contractor, its employees, agents, subcontractors or materials. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers Compensation, and income tax laws.

**ARTICLE 7: AVAILABILITY OF FUNDS:**

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

**ARTICLE 8: APPLICABLE LAW:**

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

**ARTICLE 9: ASSIGNMENT:**

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

**ARTICLE 10: AMENDMENTS:**

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

**ARTICLE 11: INSURANCE:**

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

**General Liability**

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

**Automobile Liability**

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

## **Workers' Compensation Insurance**

Coverage for all employees in accordance with Massachusetts General Laws

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

## **ARTICLE 12: PREVAILING WAGE RATES**

Minimum Wage Rates as determined by the Commissioner of Department of Workforce Development under the provisions of the Massachusetts General Laws, chapter 149, Sections 26 to 27H, as amended, apply to this service. A contract award will require the Contractor to do reporting and provide payment of prevailing wage rates to applicable employees rendering service under this contract. A copy of the prevailing wages applicable to this contract is available in Attachment A per the Commonwealth of Massachusetts, Executive Office of Labor and Workforce Development Department of Labor Standards, Wage Request Number: 20191209-025.

## **ARTICLE 13: SAFETY AND PROTECTION**

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

## **ARTICLE 14: PERFORMANCE BOND**

Upon Contract Award, a 100% Performance bond in the full amount of the Contract Price for the first year will be required of the successful proposer. The successful Contractor shall furnish to the Town, within ten (10) working days after the date of the post mark on the written notice of intent to award the contract, a properly executed Performance Bond. The Contractor will be responsible for renewing the Performance Bond for each year of the contract. Failure of the Contractor to deliver such a Bond within such time shall constitute grounds for the Town to declare the Proposal Bond forfeited, but the Town may, in its sole discretion, extend such time period.

## **ARTICLE 15: FUEL ADJUSTMENT**

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

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

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

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual or  
Corporate Name

By: \_\_\_\_\_  
Corporate Officer  
(If applicable)

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

**CONTRACTOR**

**TOWN of LONGMEADOW**

by  
\_\_\_\_\_  
\_\_\_\_\_  
Printed Name and Title

Awarding Authority Authorization:  
\_\_\_\_\_  
*by its Town Manager, Lyn N. Simmons*

**TOWN OF LONGMEADOW**

*and/or by its Select Board:*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Department Authorization:  
*Department Org/Object for Appropriation*  
\_\_\_\_\_  
\_\_\_\_\_  
*by its Department Head*

Procurement Compliance:  
\_\_\_\_\_  
*by its Procurement Manager*

Certification as to Availability of Funds:  
\_\_\_\_\_  
*by its Town Accountant*



**CERTIFICATE OF VOTE**  
(Corporations only should complete this form)

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

\_\_\_\_\_ held on \_\_\_\_\_ it was VOTED that  
(Name of Corporation) (Date)

\_\_\_\_\_  
(Name) (Officer)

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

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

\_\_\_\_\_  
Date (Clerk)

Corporate  
Seal

**DELETE THIS PAGE AND INSERT PDF INSTEAD  
CERTIFICATE OF INSURANCE**

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

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

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

Project Contract No. \_\_\_\_\_

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

<u>Bodily Injury</u> Policy <u>Number</u>	<u>Effective</u> <u>Date</u>	<u>Property Damage</u> <u>Expiration</u> <u>Date</u>	<u>Each</u> <u>Occurrence</u>	<u>Liability</u> <u>Aggregate</u>	<u>Each</u> <u>Occurrence</u>	<u>Liability</u> <u>Aggregate</u>
A. Owners Protective Liability has been issued at the expense of Above Insured to _____ (Owner)						
				\$1,000,000	\$1,000,000	\$1,000,000
B. Comprehensive General Liability						
				\$1,000,000	\$1,000,000	\$1,000,000
Including:						
	1. Operations/Premises			4. Contractual as Below		
	2. XCU			5. Independent Contractors		
	3. Products/Completed Operations			6. Broad Form Property Damage		
				7. Personal Injury		

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

D. Workman's Compensation  
Compensation Statutory State(s) \_\_\_\_\_  
Coverage B Limit \$1,000,000 if Applicable

E. Umbrella Liability \$\_\_\_\_\_ Aggregate

F. Builder's Risk Insurance - "All Risk" Completed Value Form  
\$\_\_\_\_\_ As Specified in Contract or Agreement

*CERTIFICATE OF NON-COLLUSION*

The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

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(Signature of person signing bid or proposal)

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(Name of Business)

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(Date)