

REQUEST FOR PROPOSAL

MUNICIPAL SOLID WASTE AND RECYCLING SERVICES

TOWN OF GRANBY

MASSACHUSETTS

NOVEMBER 20, 2013

LEGAL NOTICE:

REQUEST FOR PROPOSAL

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

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

Proposal documents may be examined and/or obtained from the Town of Granby, Attn: Christopher Martin, Town Administrator, 10-B W State St Granby, MA 01033 (phone: 413-467-7177) during regular business hours (Monday-Thursday: 9:00A.M. - 3:00 P.M. Friday: 9:00A.M. – 12Noon). Documents may also be downloaded online at the Landfill and News & Notices page found on the Granby website: www.granbyma.gov.

Proposals will be received at the office of the SelectBoard until 11:00 A.M. on December 10, 2013. Late proposals will be rejected. Proposal submissions shall be submitted in an envelope labeled 'GRANBY RFP: SOLID WASTE & RECYCLING SERVICES'. The proposal submission shall consist of one (1) original and four (4) copies of a sealed Technical Proposal labeled 'GRANBY RFP: SOLID WASTE & RECYCLING SERVICES TECHNICAL PROPOSAL'. One additional copy of the technical proposal shall also be submitted in MS-Word format on electronic media (e.g. CD-ROM, thumb drive, etc.). A separate price proposal is to be submitted. The envelope containing the price proposal is to be labeled 'GRANBY RFP: SOLID WASTE & RECYCLING SERVICES PRICE PROPOSAL'. There will be a public logging of proposals received immediately following the proposal deadline in the meeting room located in the same building that offices the Granby SelectBoard Office. The content of all proposals will be considered confidential until the contract has been awarded.

If, at the time of the scheduled bid opening, Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 11:00 A.M. on the next normal business day. Bids will be accepted until that date and time.

The proposer shall supply a Bid Deposit in the amount of \$10,000. The Bid Deposit should be included in the Technical Proposal in the form of a bid bond, certified check, treasurer's check or cashiers check. Minimum Wage Rates as determined by the Commissioner of Department of Workforce Development under the provisions of the Massachusetts General Laws, chapter 149, Sections 26 to 27F, as amended, apply to this service. Upon Contract Award, a 100% performance bond in the full amount of the contract price for the first year will be required of the successful proposer.

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 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. Because this service is exempt from the bidding laws, the Municipality is free to negotiate price and terms with whatever firms it chooses, in whatever manner it believes is best suited to the Municipality'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 M.G.L. 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 Granby, acting through its Awarding Authority, reserve the right to reject any or all proposals, waive minor informalities, and to award the contracts to one or more vendors in the best interest of the Town.

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**REQUEST FOR PROPOSAL
MUNICIPAL SOLID WASTE AND RECYCLING SERVICES
November 20, 2013**

TOWN OF GRANBY, MASSACHUSETTS

GENERAL

The Town of Granby, acting by and through its SelectBoard, will accept proposals from qualified parties for providing the following town-wide services: curbside solid waste collection; curbside recyclable material collection; collection and transportation of solid waste and recyclables from schools and municipal buildings 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. As such, the Municipality, at its own discretion, will select the firm that it believes offers the best all-round package for solid waste and recycling services that the Municipality is seeking to obtain. 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 Municipality'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 M.G.L. Chapter 30B. The Town of Granby 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 to be entered into in response to the proposal shall be for a period of three (3) years. The contract and services will commence on April 1, 2014, and will conclude at the end of the day March 31, 2017. 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.

If the site for the processing of recyclables 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 Granby, acting through its Awarding Authority, reserve the right to reject any or all proposals, waive minor informalities, and to award the contract to one vendor in the best interest of the Town.

PROCEDURE FOR SUBMISSION OF PROPOSAL

Receipt of Proposal Documents:

Proposal documents may be examined and/or obtained from the Town of Granby, Attn: Christopher Martin, Town Administrator, 10-B W State St Granby, MA 01033 (phone: 413-467-7177) during regular business hours (Monday-Thursday: 9:00A.M. - 3:00 P.M. Friday: 9:00A.M. – 12Noon). Documents may also be downloaded online at the Landfill and News & Notices page found on the Granby website: www.granby-ma.gov.

Proposal Submission:

Proposals will be received at the office of the SelectBoard until 11:00 A.M. on December 10, 2013. Late proposals will be rejected. Proposal submissions shall be submitted in an envelope labeled 'GRANBY RFP: SOLID WASTE & RECYCLING SERVICES'. The proposal submission shall consist of one (1) original and four (4) copies of a sealed Technical Proposal labeled 'GRANBY RFP: SOLID WASTE & RECYCLING SERVICES TECHNICAL PROPOSAL'. One additional copy of the technical proposal shall also be submitted in MS-Word format on electronic media (e.g. CD-ROM, thumb drive, etc.). A separate price proposal is to be submitted. The envelope containing the price proposal is to be labeled 'GRANBY RFP: SOLID WASTE & RECYCLING SERVICES PRICE PROPOSAL'. There will be a public logging of proposals received immediately following the proposal deadline in the meeting room located in the same building that offices the Granby SelectBoard Office. The content of all proposals will be considered confidential until the contract has been awarded.

Questions:

All questions or comments must be submitted in writing to Christopher Martin, Town Administrator by email: cmartin@granby-ma.gov. Questions must be received by 3:00 PM on December 3, 2013. Questions received after 3:00 PM on December 3, 2013 will not be answered. All addenda responses to questions shall be issued no later than 4:00 PM on December 5, 2013. Failure of any contractor to receive any such addendum or interpretation shall not relieve such contractor from any obligation under its proposal as submitted. The Town of Granby will, in the form of an addendum, issue any binding response that alters the content of this Request for Proposal. All addenda issued shall become a part of the contract documents.

Proposal Content:

The Proposal must contain the following:

Technical Proposal- Must contain one (1) original and four (4) copies, plus one electronic copy which shall be provided in a sealed envelope labeled: 'GRANBY RFP: SOLID WASTE & RECYCLING SERVICES TECHNICAL PROPOSAL'. The Technical Proposal shall contain:

1. Bid Deposit in the amount of \$10,000
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.

The proposer shall supply a Bid Deposit in the amount of \$10,000. The Bid Deposit should be included in the Technical Proposal package. The Bid Deposit shall be in the form of a bid bond, certified checks, treasurer's checks or cashiers checks. Proposals received without a bid deposit will be rejected. All proposals must be valid for a period of 120 days from the submittal deadline.

Price Proposal- a separate price proposal is to be submitted for services to be provided to the Town of Granby. The envelope containing the price proposal is to be labeled 'GRANBY RFP: SOLID WASTE & RECYCLING SERVICES PRICE PROPOSAL'. Each Price Proposal sealed envelope shall contain:

1. Two (2) signed copies 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 or Annual Reports for prior 2 years

Nothing in this RFP shall require that the Municipality take the lowest price proposal. Instead, the Municipality 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 his 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 bi-weekly collection and transportation of recyclables from residential customers. The Contractor shall deposit the collected non-recyclable solid waste at a licensed disposal facility, with the cost of transportation to be included in the contract price. The cost of disposal should be handled as a pass through to the town, with the contractor providing a per ton fee price. Recyclable materials will be delivered to the Springfield MRF on Birnie Avenue in Springfield under the Town's agreement with that facility.

The residents shall use a vendor supplied sixty-four (64) gallon cart for waste and a ninety-six (96) gallon cart for single stream recycling.

Option #2: Collection, transportation and disposal of solid waste and recyclables from Schools and Municipal Buildings. The Contractor shall deposit the collected non-recyclable solid waste at an appropriate disposal facility, with the cost of transportation to be included in the contract price. Recyclable materials will be delivered to the Springfield MRF on Birnie Avenue in Springfield and may be collected with the same vehicle(s) that are providing the residential recycling services.

Option #3: 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 #4: 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 #5: Disposal per ton for solid waste at a facility of the choice of the Contractor.

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 Municipality 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 Municipality 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 Municipality 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 Municipality reserves the right to base its decision on the entirety of the information provided and its sole judgment as to the best service provided.

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 to be entered into in response to the proposal shall be for a period of three (3) years. The Contract and services will commence on April 1, 2014, and will conclude at the end of the day March 31, 2017. The successful proposer(s) will be required to complete a Town Contract. Refer to Appendix X, which contains sample contracts containing standard terms and conditions for Granby. 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 27F, 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.

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 postmark 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 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 performed 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 name the Town as an additional insured and which include a thirty-day notice of cancellation to the Town.

**SPECIFICATIONS FOR
COLLECTION OF SOLID WASTE AND RECYCLABLE WASTE
GRANBY, MASSACHUSETTS**

1. GENERAL INFORMATION

The Town of Granby, acting by and through its 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.

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

1.2 Historical Information:

In the past year the Town adopted a “waste reduction program” that limits each household to a pay-as-you-throw (PAYT) program. The residents had to purchase official Town of Granby trash bags. There was no limit to the quantity of material that could be recycled. The new program will be based on a user fee method, where the Town of Granby will bill participating residents for basic services. Residents will be limited to one cart for solid waste and one cart for recycling. The Contractor will bill bulky items and white goods, etc., directly to the resident on a per item basis. It is the Contractor’s responsibility to respect and enforce this program.

1.2.1 The Town of Granby is a residential community with about 2,200 homes and about nine (9) municipal buildings that qualify for collections under these specifications. Granby is 28 square miles with 68 miles of road.

2. DEFINITIONS

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

AWARDING AUTHORITY: The awarding authority for the Town of Granby is the Select Board or designee.

BULKY ITEMS: These are items too large to fit into a sixty-four (64) gallon cart 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 Granby.

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 of Granby for processing or final disposal.

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 sixty-four (64) gallon cart) and leaving "SORRY" notes when containers 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.

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 Springfield MRF 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 Granby, the term Program Administrator (PA) shall refer to the Select Board Office, 10 W State St, Granby, MA 01033.

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.

SINGLE STREAM: A method of collecting recyclables such that paper and cardboard materials are collected with bottles and cans.

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

TOWN: Where not otherwise specified, the word Town will refer to the Town of Granby, MA.

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).

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 in the Municipality 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 (with the exception of tires-see Section 3.1) 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 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. (with the exception of tires-see Section 3.2)
- 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 of Granby.

3.3 Recyclable Materials Collection: The Contractor shall provide for the bi-weekly single stream collection of recyclable materials from all residential dwellings, inclusive of eligible multi-families, (as described within the Contract of the Municipality), municipal facilities, as designated by the Town, within Granby, 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.

Note: Any materials accepted at the Springfield MRF for recycling.

4. CONTAINERS

- 4.1 Solid waste containers shall be furnished by the Contractor and shall not exceed sixty-four (64) gallons capacity and a weight of fifty (50) pounds. Containers must allow for automated pickup of the container. The carts remain the property of the Contractor and shall be maintained by the Contractor for the duration of the contract.
- 4.2 Recyclable Material Containers: Recycling containers shall be furnished by the Contractor and shall be ninety-six (96) gallons in capacity and a weight of fifty (50) pounds. Containers must allow for automated pickup of the container. The carts remain the property of the Contractor and shall be maintained by the Contractor for the duration of the contract.
- 4.3 Carts must be put out by the resident to the curb line or tree belt area by 7:00 AM on the day of the collection, facing in the proper direction and within reachable distance of the automated arm mechanism.
- 4.4 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.
- 4.4.1 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 - steel dumpsters are to be equipped with a tight-fitting lid and capable of being locked. Recycling must be provided using ninety-six (96) gallon carts for single stream materials. The Contractor shall be responsible for the maintenance and repair of all containers provided.
- 4.4.2 The Contractor shall provide dumpsters for the collection of corrugated cardboard at each of the schools and municipal facilities, as indicated in Appendix II.
- 4.4.3 All Contractor owned containers shall be kept in a neat, clean, and relatively odor-free condition. Dumpsters should be clean, or swapped out, 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.
- 4.4.4 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 and bi-weekly collection of recycling on the same day as solid waste. Recyclable materials will be collected in a single stream on a schedule determined by the SelectBoard and the Contractor.
- 5.2 Municipal Site Collection: In consideration for Proposal Option #2, 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 Town Administrator.

5.2.2 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 Collection Routes: Collection routes shall be established by the Contractor and approved by the SelectBoard. The Contractor shall submit proposed revisions to the maps of the collection routes to the SelectBoard for approval. The maps submitted shall include, or shall be accompanied by, a written statement describing for 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 SelectBoard. Any deviation from routes and schedules made by the Contractor must receive prior approval of the SelectBoard. Printed and electronic copies of route maps must be provided to the SelectBoard 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. Since the program will be a user fee based program, residents can opt-in or opt-out during the duration of the contract. The Town will notify the Contractor of any additions to or deletions from the program. The Contractor shall end and begin services on the date instructed by the Town and the Town shall provide reasonable notice to any such requests.

5.4 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 SelectBoard. When a regular collection service date shall fall on a holiday, the collection schedule will be shifted one day with Friday collection on Saturday.

5.5 The Contractor shall pick up only one solid waste cart per household per week. Residents may be provided an additional cart for either solid waste or recyclables at a price determined by the Town, and the Contractor shall be compensated at a rate agreeable to both parties.

5.6 All contents of Municipal Solid Waste and recyclable carts shall be removed. Carts shall be replaced in their original location.

5.7 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 Contractor shall carefully handle and thoroughly empty all carts. Emptied carts shall not be placed by the Contractor in such a manner as to block driveways, in front of mailboxes or on paved portions of roadways.
- 6.2 Materials collected under the terms of the contract shall be deposited and removed in collection equipment approved as set forth in Section 7.
- 6.3 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.
- 6.4 The Town of Granby has adopted a mandatory recycling ordinance. The Contractor will be required to give close supervision to his employees that are actually collecting the carts of waste to assure that visible recyclables have been separated and that the correct recyclable materials are being collected. When possible, containers with incorrect recycled materials are to be left and a "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 SelectBoard
- 6.5 Under no circumstance shall the Contractor co-mingle recyclable materials intended for recycling with solid waste.
- 6.6 There will be no limit to the amount of recyclable materials collected from the curbside from residential units and municipal facilities; however, all recyclables must be contained in a ninety-six (96) gallon cart.
- 6.7 The Contractor's equipment must be capable of lifting full containers (toters, dumpsters, etc.) that are utilized at all Municipal Facilities.
- 6.8 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.
- 6.9 All customer complaints shall be resolved within a reasonable time. The Contractor shall supply the Town Administrator, when requested, with copies of all complaints on a form approved by the SelectBoard, 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 Town Administrator with a complete list of all equipment to be utilized by the Contractor to provide the services included in this contract. The list shall document, at a minimum:

- Vehicle identification number
- Make, Model and Year
- Primary or backup
- 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 SelectBoard.

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 and a unique truck number. The lettering of these signs shall be no less than 6 inches high.

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

7.8 The Contractor shall notify the Town Administrator within sixty (60) minutes of any accident involving injury or damage to private or public property.

7.9 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 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 April 1 and October 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: <http://www.mhd.state.ma.us/default.asp?pgid=content/fuelPrices&sid=about>

8.2.2 Fuel based payment adjustments are to be based on the increase or decrease of fuel cost from the base price. However, no such fuel adjustment will be made either up or down when the six-month average price per 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 January, February and March, 2014 prices for diesel fuel as reported on the Mass DOT website.

8.2.4 The Contractor shall report to the Town Administrator the actual fuel usage for the waste collection and recycle collection vehicles for each of the months of April, May and June 2014. 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 Adjustments: Payments will be made to retroactively reflect fuel prices during each six-month period that this contract is in effect. Beginning on October 1, 2014, and on each April 1st and October 1st 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 adjustment will be reflected in the next month payment to the Contractor.

8.4 Payment Formulation: A payment adjustment will be made semi-annually (every six months) to reflect any change in fuel cost. The amount of payment adjustment will be calculated by multiplying the volume of fuel used during the six month period (as established in section 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.

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 of Granby 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. The Contractor shall remove 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 from service under this Agreement. 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. The Recycling Facility will make any remuneration for recyclable material collected under section 3.3 to the Town.

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

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 the Recycling Facility will make all remuneration for material collected to the Town.

- 10.3 If the site for processing the recycled goods changes as a result of a new contract, the parties will agree to re-negotiate affected terms of this contract in good faith.
- 10.4 The Contractor will assume all responsibility and indemnify and hold the Town harmless for all illegal disposal of the material collected.
- 10.5 Once per month, the Contractor shall deliver to the Town Administrator all weight slips drivers were given at the scale house of the landfill, resource recovery plant, transfer station and/or Recycling Facility for the month of the invoice. 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 SelectBoard. 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 Select Board.

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: The Contractor shall be responsible for any damage to private property caused by the Contractor's or subcontractor's employees during performance of this Agreement. The Contractor shall replace or restore to its original condition any such damaged property at no cost to the occupant, owner, or the Town. Within five (5) working days of the Contractor's notification by a customer or the Town, of a claim of fifty dollars (\$50.00) or less, the Contractor shall resolve or make a commitment to pay a theft or damage claim. Within ten (10) working days of the Contractor's notification by a customer or Town Administrator of a claim in excess of fifty dollars (\$50.00), the Contractor shall deliver written documentation to the Town Administrator 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. An Officer of the Contractor's company shall sign this written documentation.

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 Town Administrator; provided, however, that if the Town Administrator notifies the Contractor of a dispute as to any sums within such fifteen (15) days after written notice by the Contractor to the Town Administrator of such nonpayment, no Event of Default shall occur until a 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 Town Administrator after such determination.

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.

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 a 100% Performance Bond in the full amount of the contract price for the first year of the contract. Annually thereafter, the Contractor shall furnish a 100% Performance Bond for each contract year. A surety company duly authorized to do surety business in the Commonwealth of Massachusetts shall execute the Performance Bond.

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

12.5 Penalties Related to Performance	
Failure to immediately pick up materials spilled during collection.	<i>\$25 per occurrence</i>
Failure to promptly pick up waste spilled during haul in Town or out-side Town boundaries if the PA receives a complaint of such spill.	<i>\$50 per occurrence</i>
Failure to leave a rejection notice on material that is unacceptable.	<i>\$25 per occurrence</i>
Failure to place carts in an upright position at approximately the same location upon emptying.	<i>\$25 per occurrence</i>
Placement of carts such that they obstruct roads, driveways or mailboxes.	<i>\$25 per occurrence</i>
Following notice of complaint, failure to collect waste from a specific location on the same day as the regular collection route or by 9:00 A.M. of the following service day, if so authorized by the Program Administrator.	<i>\$25 per occurrence</i>
Disposing of as trash, those recyclable materials appropriately set out for recyclable material.	<i>\$50 per occurrence \$1000 per truckload</i>
Continued violation of traffic laws, ordinance or regulation during collection and haul after written notice to correct from the Program Administrator.	<i>\$50 per occurrence</i>
Failure to maintain direct voice links between the dispatcher with lead trash and recyclable materials drivers as well as their supervisor.	<i>\$50 per occurrence</i>
Commingling materials collected under this Contract with materials not collected under this contract, even if the Town will not be billed, unless authorized by the Program Administrator to do so.	<i>\$500 per occurrence</i>
Delivering any waste other than as described in this contract to disposal sites that will be billed to the Town without prior authorization from the Program Administrator.	<i>\$1000 per ton</i>
Use of unmarked or uninspected collection vehicles.	<i>\$100 per occurrence</i>
Failure to submit any weight slips with monthly invoice within seven (7) days of request from Town.	<i>\$ 50 per missing slip</i>
Submitting weight slips for materials not collected through this contract.	<i>\$1000 per occurrence</i>
<u>ALL DAMAGES REFERRED TO ABOVE MAY BE DEDUCTED BY THE TOWN FROM ANY PAYMENT THEN OR THEREAFTER DUE TO THE CONTRACTOR.</u>	

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 Wages
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

Awarding Authority: Town of Granby

Contract Number: City/Town: GRANBY

Description of Work: To collect all municipal solid waste and recycles put out on the curbside for collection.

Job Location: Town-wide

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.
- Awarding authorities 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.
- 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. Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project. The wage schedule must be posted in a conspicuous place at the work site during 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 regardless of 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 Division of Apprentice Training (DAT). Apprentices must keep his/her apprentice identification card on his/her person during all work hours on the project. If an apprentice rate is listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice 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. 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 directly to the awarding authority 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 criminal penalties.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Trash/Recycle						
Driver	01/01/2014	\$14.86	\$5.45	\$0.00	\$0.00	\$20.31
{GRANBY}	01/01/2015	\$15.31	\$5.45	\$0.00	\$0.00	\$20.76
	07/01/2015	\$15.77	\$5.45	\$0.00	\$0.00	\$21.22
	07/01/2016	\$16.24	\$5.45	\$0.00	\$0.00	\$21.69
	07/01/2017	\$16.73	\$5.45	\$0.00	\$0.00	\$22.18
Laborer	01/01/2014	\$13.76	\$5.45	\$0.00	\$0.00	\$19.21
{GRANBY}	01/01/2015	\$14.17	\$5.45	\$0.00	\$0.00	\$19.62
	07/01/2015	\$14.60	\$5.45	\$0.00	\$0.00	\$20.05
	07/01/2016	\$15.04	\$5.45	\$0.00	\$0.00	\$20.49
	07/01/2017	\$15.49	\$5.45	\$0.00	\$0.00	\$20.94

Additional Apprentices Information:

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

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

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

* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.

** Multiple ratios are listed in the comment field.

*** 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 Collection Sites

GRANBY PUBLIC SCHOOLS	SOLID WASTE CONTAINER SIZE	SOLID WASTE COLLECTION FREQUENCY	PICK – UP SCHEDULE	CARDBOARD DUMPSTERS	TOTERS (Bottles, Cans, etc.)	RECYCLING COLLECTION FREQUENCY
WEST STREET ELEMENTARY SCHOOL	8 C.Y	Twice per week* Tue / Fri	After 2:00 p.m. but before 6:00 p.m.	4 C.Y	1 96-gallon	Once Per Week Toter Every Other Week
EAST MEADOW ELEMENTARY SCHOOL	6 C.Y.	Twice per week* Tue / Fri	After 2:00 p.m. but before 6:00 p.m.	4 C.Y	4 96-gallon	Once Per Week Toter Every Other Week
GRANBY JUNIOR - HIGH SCHOOL	2 6-C.Y.	Twice per week* Tue / Fri	After 7:00 a.m. but before 7:45 a.m. <u>and</u> After 1:00 p.m. but before 6:00 p.m.	6 C.Y	4 35-gallon 4 96-gallon	Once Per Week Toter Every Other Week

- 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

GRANBY MUNICIPAL BUILDINGS	SIZE	SOLID WASTE COLLECTION FREQUENCY	PICK – UP SCHEDULE	CARDBOARD DUMPSTERS	96-GALLON TOTERS (Bottles, Cans, etc.)	RECYCLING COLLECTION FREQUENCY
SENIOR CENTER	4 C.Y.	Twice / week	Twice per week Tue / Fri	4 C.Y.	Two	Once Per Week Toter Every Other Week
PUBLIC SAFETY COMPLEX	6 C.Y.	Once per week	Once per week	6 C.Y.	Two	Once Per Week Toter Every Other Week
LIBRARY	2 C.Y.	Once per week	Once per week	2 C.Y.	One	Once Per Week Toter Every Other Week
HIGHWAY	8 C.Y.	Once per week	Once per week	2 C.Y.	One	Once Per Week Toter Every Other Week
CEMETERY	2 C.Y.	On-Call Basis	On-Call Basis	N/A	N/A	N/A
DUFRESNE PARK	8 C.Y.	Once per week	Seasonal APR- OCT	6 C.Y.	One	Once Per Week Toter Every Other Week

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 (Jan, Feb, Mar, 2014):	\$2.65
Base line <u>monthly</u> fuel usage	
(Average of Apr, May, Jun, 2014 usage):	1,100 Gallons
Average diesel fuel price of preceding six months	\$2.75
Price increase (per gallon)	\$0.10
Fuel Adjustment price per gallon:	No fuel adjustment
<u>Six-month</u> payment adjustment:	None

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

Base line Diesel Fuel Price (Jan, Feb, Mar, 2014):	\$2.65
Base line <u>monthly</u> fuel usage	
(Average of Apr, May, Jun, 2014 usage):	1,100 Gallons
Average diesel fuel price of preceding six months	\$3.00
Price increase (per gallon)	\$0.35
Fuel Adjustment price per gallon:	\$0.10
<u>Six-month</u> payment adjustment:	
Added payment to Contractor of	\$660.00

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

Base line Diesel Fuel Price (Jan, Feb, Mar, 2014):	\$2.65
Base line <u>monthly</u> fuel usage	
(Average of Apr, May, Jun, 2014 usage):	1,100 Gallons
Average diesel fuel price of preceding six months	\$2.45
Price decrease (per gallon)	\$0.20
Fuel Adjustment price per gallon:	No fuel adjustment
<u>Six-month</u> payment adjustment:	None

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

Base line Diesel Fuel Price (Jan, Feb, Mar, 2014):	\$2.65
Base line <u>monthly</u> fuel usage	
(Average of Apr, May, Jun, 2014 usage):	1,100 Gallons
Average diesel fuel price of preceding six months	\$2.35
Price increase (per gallon)	\$0.30
Fuel Adjustment price per gallon:	\$0.05
<u>Six-month</u> payment adjustment:	
Reduced payment to Contractor of	\$330.00

**APPENDIX IV
EXAMPLE "SORRY" STICKER**

Dear Customer:

Sorry, we could not pick up your:

TRASH Because:

- Trash must be out by 7:00AM
- Container too heavy (exceeds 50 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 only collected by appointment
- WE TOOK YOUR TRASH THIS TIME, BUT
WILL NOT THE NEXT TIME!**

RECYCLABLES Because:

- Recyclables should not be in plastic bags
- 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 fit into cart.
- OTHER

If you have any questions or need further information,
please call the Contractor at (800) xxx-xxxx or
the Granby Town Administrator at 467-7177.

THANK YOU!

APPENDIX V

Schedule of Holidays

The Springfield Municipal Recycling Facility is 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.

Holiday	2014	2015	2016	2017
New Years' Day	1/1/14	1/1/15	1/1/16	N/A
Memorial Day	5/26/14	5/25/15	5/30/16	5/29/17
July 4 th	7/4/14	N/A	7/4/16	7/4/17
Labor Day	9/1/14	9/7/15	9/5/16	9/4/17
Thanksgiving Day	11/27/14	11/26/15	11/24/16	11/23/17
Christmas Day	12/25/14	12/25/15	N/A	12/25/17

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

APPENDIX VI

PRICE PROPOSAL SUBMISSION FORMS

MUNICIPAL SOLID WASTE AND RECYCLING SERVICES

THIS COMPLETED DOCUMENT MUST BE PLACED IN THE PRICE PROPOSAL ENVELOPE.

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

COMPANY NAME: _____

PROPOSAL PRICING:

Option #1: Weekly collection and transportation of Municipal Solid Waste and Bi-Weekly collection and transportation of Recyclable Materials from households. Municipal Solid Waste will be delivered to a licensed facility and recyclable materials will be delivered to the Springfield MRF on Birnie Avenue in Springfield. Municipal Solid Waste is limited to one sixty-four (64) gallon cart, not to exceed 50 lbs, per household per week. Recyclable materials will be serviced with ninety-six (96) gallon carts, and there is no limit to the quantity of material that may be recycled, however, all recyclables must be contained in a ninety-six (96) gallon cart.

Year 1 (April 1, 2014 –March 31, 2015): \$ _____ total amount per year
Total amount per year written in words: _____

Year 2 (April 1, 2015 –March 31, 2016): \$ _____ total amount per year
Total amount per year written in words: _____

Year 3 (April 1, 2016 –March 31, 2017): \$ _____ total amount per year
Total amount per year written in words: _____

TOTAL AMOUNT FOR THREE YEARS: \$ _____
Total amount for all three years written in words _____

Option #2: Collection and transportation of Municipal Solid Waste and Recyclable Materials from Municipal Facilities. The Contractor shall deposit the collected non-recyclable solid waste at an appropriately licensed disposal facility, with the cost of transportation and disposal to be included in the contract price. Recyclable materials will be delivered to the Springfield MRF on Birnie Avenue in Springfield. Recyclable materials may be collected with the same vehicle(s) that provide the curbside recycling services.

Solid Waste Containers (including disposal costs)

Size	Monthly Rental Rate	April 1, 2014 - March 31, 2015					On Call
		Price Per Pickup 1x	Price Per Pickup 2x	Price Per Pickup 3x	Price Per Pickup 4x	Price Per Pickup 5x	
2yd							
4yd							
6yd							
8yd							
10yd							
95 gallon toter							
30yd roll-off							

Size	Monthly Rental Rate	April 1, 2015 - March 31, 2016					On Call
		Price Per Pickup 1x	Price Per Pickup 2x	Price Per Pickup 3x	Price Per Pickup 4x	Price Per Pickup 5x	
2yd							
4yd							
6yd							
8yd							
10yd							
95 gallon toter							
30yd roll-off							

Size	Monthly Rental Rate	April 1, 2016 - March 31, 2017					On Call
		Price Per Pickup 1x	Price Per Pickup 2x	Price Per Pickup 3x	Price Per Pickup 4x	Price Per Pickup 5x	
2yd							
4yd							
6yd							
8yd							
10yd							
95 gallon toter							
30yd roll-off							

Cardboard (OCC) Containers

April 1, 2014 - March 31, 2015

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

April 1, 2015 - March 31, 2016

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

April 1, 2016 - March 31, 2017

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

Option #3: 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.

Please include a Plan of Services in the Technical Proposal for Alternate Proposal

Year 1 (April 1, 2014 – March 31, 2015): \$ _____ total amount per year
Total amount per year written in words: _____

Year 2 (April 1, 2015 – March 31, 2016): \$ _____ total amount per year
Total amount per year written in words: _____

Year 3 (April 1, 2016 - March 31, 2017): \$ _____ total amount per year
Total amount per year written in words: _____

TOTAL AMOUNT FOR THREE YEARS: \$ _____
Total amount for all three years written in words _____

Option #4: Collection and processing of white goods, bulky items, and cathode ray tubes (CRTs) via direct arrangement by and invoicing to residents.

Price Per White Good with Freon:

Price Per White Good without Freon:

Price Per CRT:

Price Per Small Bulky Item (small chair, bureau, table, etc.):

Price Per Large Bulky Item (sofa, mattress, box spring, etc.):

Option #5: Disposal Price Per Ton for Solid waste at Contractor's Facility of Choice

Year 1 (April 1, 2014 – March 31, 2015): \$ _____ total amount per year
Total amount per year written in words: _____

Year 2 (April 1, 2015 – March 31, 2016): \$ _____ total amount per year
Total amount per year written in words: _____

Year 3 (April 1, 2016 - March 31, 2017): \$ _____ total amount per year
Total amount per year written in words: _____

TOTAL AMOUNT FOR THREE YEARS: \$ _____
Total amount for all three years written in words: _____

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:

Two (2) copies shall be provided in a sealed envelope labeled "GRANBY RFP: SOLID WASTE & RECYCLING, PRICE PROPOSAL"

This envelope shall contain:

1. Evidence of ability to obtain a 100% performance bond.
2. Bank Reference
3. Financial Statements or Annual Reports
4. Completed and signed Price Proposal Submission Forms

APPENDIX VII
TECHNICAL PROPOSAL SUBMISSION FORMS

MUNICIPAL SOLID WASTE AND RECYCLING SERVICES
TOWN OF GRANBY, MASSACHUSETTS

TECHNICAL PROPOSAL CONTENT:

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

Technical Proposal content: Five (5) paper copies and one electronic copy shall be provided in a sealed envelope labeled ‘GRANBY RFP: SOLID WASTE & RECYCLING SERVICES TECHNICAL PROPOSAL’

1. A Bid Deposit in the amount of \$10,000
2. The completed Technical Proposal Submission Forms (Appendix VII)
3. Contractor Qualification and Program Description Questionnaire (Appendix VIII)
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 VIII
 (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. 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

A4. 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:

C2. Please provide a detailed description of your plan for providing the proposed collection of rubbish and recyclables to the Town of Granby under Options 1 – 4. Include both staffing and equipment utilization. Expand the space provided as necessary or attach separate sheets.

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

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 IX
SAMPLE STANDARD CONTRACTS

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

MUNICIPAL SOLID WASTE AND RECYCLING SERVICES

(VENDOR NAME)

(DATE, 2014)

**Town of Granby
10 W State Street**

Granby, Massachusetts 01033

TOWN OF GRANBY, MASSACHUSETTS
Contract Documents for the Procurement of Goods and Services

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Certificate of Insurance.....	7
 Request for Proposal Document: Municipal Solid Waste and Recycling Services (ADDENDA); (NEGOTIATED SCOPE OF WORK).....	 Attachment A
Vendor: _____, Price Proposal	Attachment B

AGREEMENT

The following provisions shall constitute an Agreement between the Town of Granby, acting by and through its Town Administrator 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 _____, 2014. 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:

Granby Request for Proposal document: Municipal Solid Waste and Recycling Services, (INSERT ADDENDA), (INSERT NEGOTIATED SCOPE OF WORK)

ARTICLE 2: TIME OF PERFORMANCE:

During the contract term the Contractor shall complete all work and services as scheduled. The contract shall be for a period of five (5) years. The Contract and services will commence on July 1, 2014 and will conclude through June 30, 2019. 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 Granby 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 Granby, 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 Granby 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. Further, the Contractor shall indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement.

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. 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 27F, 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.

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 postmark 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 Granby solid waste and recycling route may qualify for additional reimbursement to the Contractor, or credit to the Town of Granby. Reference the Granby Request for Proposal document, section 8: Fuel Adjustment, for terms and conditions, and procedure for qualifying and determining fuel adjustments.

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

CONTRACTOR

by
Authorization: _____

Printed Name and Title

TOWN OF GRANBY

Awarding Authority

By its Select Board:

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)

CERTIFICATE OF NON-COLLUSION

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

(Signature of person signing bid or proposal)

(Name of Business)

(Date)

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

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 Number	<u>Property Damage</u>		<u>Liability</u>		<u>Liability</u>	
	<u>Effective</u> <u>Date</u>	<u>Expiration</u> <u>Date</u>	<u>Each</u> <u>Occurrence</u>	<u>Aggregate</u>	<u>Each</u> <u>Occurrence</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	\$1,000,000
-------	-------	-------	-------------	-------------	-------------	-------------

B. Comprehensive General Liability

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

Including:

1. Operations/Premises

4. Contractual as Below

- 2. XCU
- 3. Products/Completed Operations

- 5. Independent Contractors
- 6. Broad Form Property Damage
- 7. Personal Injury

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

D. Workman's Compensation
Compensation Statutory State(s)

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

