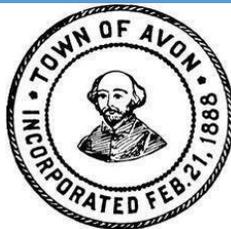


**Town of Avon**  
**65 East Main Street**  
**Avon, Massachusetts 02322**  
**508-588-0414 ext.1016**  
**ttradd@avon-ma.gov**



**12/8/15**

**Town of Avon, Massachusetts**  
**Board of Health**  
**Request for Quotations (RFQ)**  
**Acceptance & Disposal of Solid Waste**

The Town of Avon is requesting quotations for the acceptance and disposal of solid waste for a five year term beginning on July 1, 2016 and ending June 30, 2021. Quotations must be submitted (one original and one copy) to Board of Health, Avon Town Hall, 65 East Main Street, Avon MA, 02322 and must arrive in a sealed envelope marked, Quotation(s) for "Acceptance & Disposal of Solid Waste" no later than **Friday, December 18, 2015 at 1:00 PM.**

In addition, written questions concerning this Request for Quotations (RFQ) may be submitted to Tara Tradd, Health Agent, via email at [ttradd@avon-ma.gov](mailto:ttradd@avon-ma.gov) no later than **Monday, December 14, 2015 at 2:00 PM.** Any questions received and corresponding written responses from the Town of Avon will be sent to all interested vendors who have received the RFQ.

The Town's curbside collection program provides weekly collection of trash using 95 or 64 gallon wheeled carts. The 2010 census indicates that the Town's population is 4,356 people. On average, the Town generates about 1,800 tons of municipal solid waste annually.

Per Massachusetts General Laws, Chapter 30B, Section 1(b) (30), a contract for the transportation, receipt, processing or disposal of solid waste materials, is exempt from the public bid laws for the Commonwealth of Massachusetts. As such, the Town of Avon, at its own discretion, will select the Contractor that they believe serves the best interest of the Town and offers the best package for the acceptance and disposal of solid waste services.

All firms responding to this Request for Quotations must clearly understand that this is not a formal bid pursuant to the requirements of M.G.L. Chapter 30B. The Town of Avon is utilizing this format in order for all interested firms to provide a quotation based on equal footing so that a more direct comparison can be made between all quotations. The Town of Avon reserves the right to reject any and all quotations, or parts thereof, if deemed to be in the best interest of the Town.

**[www.avon-ma.gov](http://www.avon-ma.gov)**

**Town of Avon**  
**65 East Main Street**  
**Avon, Massachusetts 02322**  
**508-588-0414 ext.1016**  
**ttradd@avon-ma.gov**

## **Acceptance & Disposal of Solid Waste Service & Specifications**

### **1.0 DEFINITIONS**

For the purposes of this Request for Quotations (RFQ), the terms listed shall have the following Definitions:

**Acceptable Solid Waste** is municipal solid waste (including trash, garbage and refuse) generated by the Town of Avon, within the Town limits by eligible residential stops, schools, municipal facilities and having the characteristics of solid waste normally generated through a municipal program.

**Acceptance Fee** is the applicable price per ton for Acceptable Solid Waste

**Town** is the Town of Avon a town located within the Norfolk County and the Commonwealth of Massachusetts, acting through its Board of Health.

**Contractor** is the successful vendor awarded the Service Agreement as described herein.

**Delivery Point** is the MassDEP permitted disposal facility at which the Town and its authorized haulers shall deliver its waste for acceptance and disposal.

**Haulers** are the persons and entities engaging generally in the business of collection, transportation, and delivery to the Delivery Point, Acceptable Solid Waste on behalf of the Town pursuant to the Service Agreement.

**Service Agreement** is the written agreement between the Town and the selected Contractor, the Request for Quotations, the Contractor's Quotation(s), and any written clarifications between said parties.

**Ton** is a unit of weight equal to two thousand (2,000) pounds.

**Tonnage Reports** are the written report(s) provided by the Contractor that reference and describe on a per day, per vehicle and tonnage basis for the quantity of Acceptable Solid Waste accepted by the Contractor.

**Unacceptable Waste** is any material which by reason of its composition or characteristics is a) hazardous waste as defined in the Resource Conservation and Recovery Act and the regulations there under; b) any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law

**[www.avon-ma.gov](http://www.avon-ma.gov)**

**Town of Avon**  
**65 East Main Street**  
**Avon, Massachusetts 02322**  
**508-588-0414 ext.1016**  
**ttradd@avon-ma.gov**

and the applicable regulations there under, and/or c) any material currently banned from disposal by the Commonwealth of Massachusetts through its Waste Ban and disposal prohibition programs.

## **2.0 SCOPE OF SERVICE**

The Town of Avon is seeking a Contractor for the acceptance and disposal of Acceptable Solid Waste originating in the Town and being delivered by the Town's authorized haulers. The term of service begins July 1, 2016 and ends June 30, 2021. Along with completing the Quotation forms at the end of this document, interested vendors are encouraged to describe their proposed service, including, but not limited to, the timeframe on a daily basis during which the Town's authorized haulers may deliver material to the Delivery Point.

The Town of Avon has generated the following amounts of solid waste annually, by calendar year:

CY 2011 – 1,755 tons  
CY 2012 – 1,680 tons  
CY 2013 – 1,713 tons  
CY 2014 – 1,852 tons

## **3.0 TERMS**

**Acceptance of Solid Waste:** From and after the effective date and until the Service Agreement expires or is terminated, the contractor shall accept at the Delivery Point Acceptable Solid Waste in accordance with the terms of the Service Agreement unless by reason of an Event of Force Majeure. The Facility shall maintain current licensure and permits by EPA and Mass DEP, and any other federal, state, or local jurisdiction required to perform contract work.

**Weighing of Solid Waste:** The Contractor shall be responsible for providing an accurate record of the amount of Acceptable Waste from each vehicle delivering said waste to the Delivery Point.

The weight of the material(s) shall be determined by weighing each delivery vehicle prior to (full) and immediately following disposal (empty) on a scale to be maintained by the Contractor at its expense. Such difference between the vehicle weight or tare weight when empty and the weight of the vehicle when loaded with material(s), shall be deemed to be the weight of the material(s) delivered. Tonnage reports/slips for material accepted in the corresponding month must accompany each monthly bill submitted by the Contractor

**[www.avon-ma.gov](http://www.avon-ma.gov)**

**Town of Avon  
65 East Main Street  
Avon, Massachusetts 02322  
508-588-0414 ext.1016  
ttradd@avon-ma.gov**

The Facility shall maintain, test and recalibrate all scales used to weigh delivery vehicles to ensure true accuracy required by all applicable laws, regulation or guidelines and accepted as standard industry practice when necessary, but at least twice annually, at no expense to the Town. The Town shall be given reasonable notice of such test, and allowed to be present and have the right to observe the weight scale operator provided that it does not interfere with orderly operations.

Ease of delivery of material is important for the Town or its authorized haulers in order to reduce collection costs. In particular, the minimal disruption to the collection program from waiting in line at the Delivery Point is preferred.

The Facility shall maintain a well-lit facility with an organized traffic pattern so that tipping is safe for all personnel. Tipping time shall not exceed thirty (30) minutes on a quarterly average. Delivery may be by packer trucks, roll-off vehicles, or by any other appropriate vehicle acceptable by both parties. The Facility shall notify the Town no later than the next business day if a load is rejected, the reason for rejection, and how the material was handled. If the Contractor cannot receive acceptable solid waste due to facility or service failure not from a Force Majeure event, it shall provide an alternative disposal site at no additional cost to the Town, including the cost for the collection contractor to haul materials to the designated site.

The Town's authorized hauler shall be responsible for unacceptable waste. The Town goes to great lengths to educate its residents on proper waste and recycling disposal methods and requires the disposal contractor to reject unacceptable items.

**Proposers and subcontractors information:** Interested vendors shall provide in their quotation(s) the following, including but not limited to; information about their business, location, financial status, related experience, references (on the form provided) and regulatory background regarding the acceptance and disposal of solid waste. The same shall be provided regarding any subcontractor being proposed for inclusion in the provision of services being requested in this RFQ.

**Indemnification and Limitation of Liability of the Contractor:** The Contractor agrees to indemnify and save harmless the Town of Avon, its officers, and agents from all claims and actions of every name and description brought against said Town, its officers, and agents, for and account of any injury or damage received or sustained by any person, structure, or property on account of any act or omission of said Contractor or its servant or agents in the performance of this contract.

Contractor hereby agrees that monies in dispute due by Contractor by virtue of this agreement may be retained by the said Town until all such suits, claims and damages as for said forth should have been settled or otherwise resolved and evidence of the same furnished to the satisfaction of the Avon Superintendent of Public Works.

**Town of Avon**  
**65 East Main Street**  
**Avon, Massachusetts 02322**  
**508-588-0414 ext.1016**  
**ttradd@avon-ma.gov**

If any insurance is required for the purposes of property damage or personal injuries to be carried by the Contractor the Town of Avon must be designated as an additional insured under that contract over and above indemnification.

**Performance Bond:** The Contractor shall, before commencing performance of the Service Agreement, provide a performance bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts, in the sum of one hundred percent of the Service Agreement price and shall continue such bond in full force and effect during the term of the Service Agreement, the bond of (100%) shall be posted for each year separately. The bond shall be posted with the Town in a form satisfactory to the Town's Legal Counsel, no later than ten days after the award of the Service Agreement, and further ten days prior to the start of each subsequent year of the agreement.

**Workmen's Compensation Insurances:** The Contractor shall, before commencing performance of the Service Agreement, provide by insurance for the payment of compensation and other benefits required under Massachusetts General Laws or the applicable laws of the Contractor's home state, to all persons employed under the agreement by the Contractor and shall continue such insurance in full force and effect during the term of the agreement. The Certificate of Insurance has to be submitted to the Town.

**Billing and Payment:** After the end of and within seven days of the end of each calendar month, the Contractor will render a bill to the Town for the total fees due for such period that will be based upon the actual number of tons delivered to the Delivery Point and the applicable per ton rate per the Service Agreement. The Town shall pay the Contractor within thirty (30) days of receipt of each undisputed monthly bill.

The Town is not required to pay or honor any amount covering services, which the Town is disputing including any damages therefore. However, the Town shall not withhold any sums due the Contractor for services rendered, which are not in dispute. In addition to withholding payments as set forth herein, the Town shall be entitled to any other remedy at law or in equity to protect its interests or to be made whole.

**Service Agreement Administration:** The Avon Board of Health will administer the provisions of the Service Agreement for the Town of Avon.

#### **4.0 LAWS AND REGULATIONS**

**Federal, State and Local Laws:** The awarded Service Agreement shall be considered to include all applicable Federal, State and Local laws, rules and regulations of all authorities having jurisdiction over acceptance and disposal of solid waste, as though such provisions were set forth in full in the Service Agreement. The Contractor shall keep himself fully informed of all Federal, State and Local law, and municipal ordinances and regulations in any manner affecting those engaged or employed in

**[www.avon-ma.gov](http://www.avon-ma.gov)**

**Town of Avon  
65 East Main Street  
Avon, Massachusetts 02322  
508-588-0414 ext.1016  
ttradd@avon-ma.gov**

the work, or the materials used in the work, or in any way affecting the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

**Future Discrepancies:** If any discrepancy or inconsistency is discovered in the specifications or Service Agreement for this work in relation to any such law, ordinance, regulation, order or decree, it shall be reported to the Town in writing. The Contractor shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing, future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify the Town and its officers from, or based on a violation of such law, ordinance, regulation, order or decree, whether by himself or his employees. Any additional costs caused by non-compliance to any applicable state law or regulations shall be borne by the Contractor.

## **5.0 INSTRUCTIONS TO PROPOSERS**

1) Interested vendors are encouraged to submit quotations for the acceptance and disposal of Acceptable Solid Waste. Each quotation must include, at a minimum, a completed price proposal form, reference form, certificate of non-collusion and certificate of vote (if vendor is a corporation), all of which are included in this package. Interested vendors are encouraged to be creative in proposing ways to provide said service so that the Town of Avon can maintain a high level of service for its residents while maximizing cost efficiencies, and may submit written details about their proposal(s) in conjunction with the completed forms that are included in this RFQ. Interested vendors may submit more than one price quotation(s) if a different Delivery Point is specified. The Town of Avon reserves the right to reject any or all quotations, or parts thereof or to accept the one deemed to be in the best interest of the Town.

2) Quotation Packages must be submitted (one original and one copy) to the Town Administrator, Avon Town Hall, 65 East Main Street, Avon MA 02322 and must arrive in a sealed envelope marked, "Quotation(s) for "Acceptance & Disposal of Solid Waste", no later than **Friday, December 18, 2015 at 1:00 PM.**

In addition, written questions concerning this Request for Quotations (RFQ) may be submitted to Tara Tradd, Health Agent, via email at [ttradd@avon-ma.gov](mailto:ttradd@avon-ma.gov) no later than **Monday December 14 at 2:00 PM.** Any questions received and corresponding written responses from the Town of Avon will be sent to all interested vendors who have received the RFQ.

3) Per Massachusetts General Laws, Chapter 30B, Section 1(b) (30), a contract for the transportation, receipt, processing or disposal of solid waste materials, is exempt from the public bid laws for the Commonwealth of Massachusetts. As such, the Town of Avon, at its own discretion will select the Contractor that they believe serves the best interest of the Town and offers the best all-around package for the acceptance and disposal of solid waste related material service the Town is seeking to obtain.

**[www.avon-ma.gov](http://www.avon-ma.gov)**

**Town of Avon  
65 East Main Street  
Avon, Massachusetts 02322  
508-588-0414 ext.1016  
ttradd@avon-ma.gov**

Because this service is exempt from the bidding laws, the Town of Avon is free to negotiate with whatever firms they so choose in whatever manner they believe is best suited to the needs of the Town.

All firms responding to this Request for Quotations must clearly understand that this is not a formal bid pursuant to the requirements of M.G.L. Chapter 30B. The Town of Avon is utilizing this format in order for all interested firms to provide a proposal(s) based on equal footing so that a more direct comparison can be made between all quotations. The Town of Avon reserves the right to reject any and all quotations, or parts thereof, if deemed to be in the best interest of the Town.

As this is not a public bid per Massachusetts General Laws, Chapter 30B, quotations will not be opened publicly. The Town of Avon 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 RFQ shall require that the Town of Avon take the lowest price proposal.** Instead, the Town reserves the right to base its decision on the entirety of the information provided and its sole judgment as to the best service provided using the following criteria: Price; Quality of the services proposed; References from other communities/entities; and Geographical Distance from Avon.

No proposals shall be withdrawn within ninety (90) days after the opening thereof. The Town of Avon 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 of Avon may elect to enter into negotiations with the highest ranked Facility. If these negotiations fail, then the Town may elect to negotiate with the second highest ranked proposal and so forth, downward, as necessary. No Facility shall have the right to withdraw, change or alter his Proposal within the said time, except through the negotiation process with the Town.

The Town of Avon shall, as far as possible, maintain the confidentiality of any information or quotation provided by the Facility if specifically requested to do so in writing and, if allowed by law; however, the Town of Avon shall bear no liability arising from the disclosure of such information. Facilities are advised to consult the public disclosure and public bidding laws of the Commonwealth.

**Town of Avon**  
**65 East Main Street**  
**Avon, Massachusetts 02322**  
**508-588-0414 ext.1016**  
**ttradd@avon-ma.gov**

**REFERENCES FORM**

<b>REFERENCE NAME</b>
<b>ADDRESS</b>
<b>CITY-STATE-ZIP</b>
<b>DESCRIPTION OF PROJECT:</b>
<b>PHONE:</b>

<b>REFERENCE NAME</b>
<b>ADDRESS</b>
<b>CITY-STATE-ZIP</b>
<b>DESCRIPTION OF PROJECT:</b>
<b>PHONE:</b>

<b>REFERENCE NAME</b>
<b>ADDRESS</b>
<b>CITY-STATE-ZIP</b>
<b>DESCRIPTION OF PROJECT</b>
<b>PHONE:</b>

- RECEIPT OF ANY ADDENDA \_\_\_\_\_ Please acknowledge receipt of any addenda (if applicable)

**Town of Avon  
65 East Main Street  
Avon, Massachusetts 02322  
508-588-0414 ext.1016  
ttradd@avon-ma.gov**

**NON-COLLUSION STATEMENT**

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. (The word *person* shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.)

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

DATE OF BID \_\_\_\_\_

**Town of Avon  
65 East Main Street  
Avon, Massachusetts 02322  
508-588-0414 ext.1016  
ttradd@avon-ma.gov**

**CERTIFICATE OF VOTE (Corporations Only)**

At a duly authorized meeting of the Board of Directors of the \_\_\_\_\_ held on  
Name of Corporation

\_\_\_\_\_ was VOTED, THAT \_\_\_\_\_ of this  
Date Name

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 name 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

\_\_\_\_\_  
(Corporate Clerk)

SEAL

**Town of Avon  
65 East Main Street  
Avon, Massachusetts 02322  
508-588-0414 ext.1016  
ttradd@avon-ma.gov**

**PRICE PROPOSAL FORM  
TOWN OF AVON**

**PRICE QUOTATION FOR ACCEPTABLE SOLID WASTE**

**Interested vendors should submit quotations for the five-year term of July 1, 2016 through June 30, 2021. Interested vendors may submit more than one proposal if a different Delivery Point is specified.**

**FOR THIS PROPOSAL, THE DELIVERY POINT WOULD BE:**

**Name & address of Facility:** \_\_\_\_\_

**Operator of Facility:** \_\_\_\_\_

**PRICE PER TON:**

\$\_\_\_\_\_ for Year 1 (July 1, 2016 through June 30, 2017)

\$\_\_\_\_\_ for Year 2 (July 1, 2017 through June 30, 2018)

\$\_\_\_\_\_ for Year 3 (July 1, 2018 through June 30, 2019)

\$\_\_\_\_\_ for Year 4 (July 1, 2019 through June 30, 2020)

\$\_\_\_\_\_ for Year 5 (July 1, 2020 through June 30, 2021)

**NAME & ADDRESS OF VENDOR:** \_\_\_\_\_

**AUTHORIZED SIGNATURE OF VENDOR:** \_\_\_\_\_

**PRINTED NAME AND TITLE OF SIGNER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_