

RFQ Questions

Do the schools and Muni buildings keep REC separated in dual stream?

Yes

- Could the Town provide the REC volume broken down in the dual stream- Fiber and Comingle streams?

Yes, in 2020 commingled was 642.72 tons and fiber was 886.03 tons.

- Does the Town have historical tonnage or unit count of Bulky, CRT, White good waste?

Yes, in 2020, bulky waste:136.14 tons, CRT (2018 numbers as our DPW reports it in a different format now):652 units, white goods:167 units.

- Does MSW and REC tonnage include the municipal building tonnage?

Yes.

RFQ questions

Section 1.2.1 identifies that there are about 5,687 households to be serviced under the contract; would the Town consider an annual review of eligible units in the program and mutually agree to adjust the contract rate change for unit increases due to growth in the Town?

Yes

How would excess quantities of cardboard boxes from house clean outs and move outs be handled under Sections 4.3 and 6.7?

Recycling is unlimited. We always encourage residents to alert the Contractor for above normal amounts. As long as items on curb meet standards, we would expect collection.

Could Section 5.2.2 be clarified; it currently reads: "Any solid waste or recyclable materials within a three-foot distance of the refuse container shall be considered **refuse** to be collected"(emphasis added). Could it be revised to clarify: that refuse in the Town approved PAYT bags placed within 3 feet of the refuse container are to be collected as refuse and recyclables in recycling bins and clearly marked "RECYCLING" containers are collected as recycling. **Clarification as follows: refuse in the Town approved PAYT bags placed within three feet of the refuse container are to be collected as refuse. Recyclables in the recycling bins must be clearly marked "RECYCLING".**

Section 5.5, page 16, requires that a Sorry sticker shall be applied to any trash left for pick-up that exceeds the one 35-gallon container size that is not in an approved PAYT bag and it is to be left at the curb. If the resident subsequently corrects the issue and places the item(s) in a PAYT bag after the regularly scheduled pick-up, when is the Contractor required to collect it – is the Contractor required to go back on the day of the correction or on the next scheduled pick-up day for that address? **The Town lets residents know that extra trash not in town bags will not be picked up. As long as the Contractor leaves a sorry note and uses photo identification of the violation, the Town will not require the Contractor to pick it up until their next service day.**

Section 6.5, page 17, requires that a Sorry sticker shall be applied to any un-separated materials or incorrect recycled materials for that week and the material left at the curb. If the resident subsequently corrects the issue and places the correct item(s) in a recycling bin after the regularly scheduled pick-up, when is the Contractor required to collect it – is the Contractor required to go back on the day of the correction or on the next scheduled pick-up day for that address? *The Town lets residents know that recycling that does not meet standards will not be picked up. As long as the Contractor leaves a sorry note and uses photo identification of the violation, the Town will not require the Contractor to pick it up until their next service day.*

Section 10.5 requires a monthly submission of weight slips; would the Town accept receiving a report of weight slips with the same information as the weight slips and have the Contractor provide the weight slip copies when requested? *Trash disposal is not part of this RFQ.*

Option #2, pages 43 & 44: The instructions include “please insert price in dollars per disposal”. Please clarify is the rate for each service frequency inserted under the “Number of Hauls per Week” columns the rate per pick up, per week, or per month. *If frequency is adjusted due to needs, i.e. school or summer schedules, cost will be determined by dividing weekly rate to fit the need of collection.*

Appendix II, page 32 includes numerous containers that receive every other week service; Where on the Option #2 rate sheet, pages 43 & 44, do the every other week rates get inserted? *See above.*

RFQ questions

- 1) Can you send out all the forms, appendixes and pricing docs *in word format so that we may type the information in rather than writing?* **Yes**
- 2) Can you provide the number of PAYT Town bags were sold in 2020? *24,000 bags were sold to stores in 2020. We can not give a number of what was sold to the residents.*
- 3) Page 5 – East Longmeadow’s contract for disposal of trash and recycled goods may expire during the expected term of this contract. If the site for disposal, or any other terms of either trash or recycled goods disposal contract, changes as a result of a new contract, the parties will agree to renegotiate the terms of this contract in good faith which may be affected. **Will the Town provide the expiration date(s) of the existing disposal contracts?** *Our CET contract ends in 2025. If the disposal location changes, we would expect a mile for mile comparison prior to any negotiations.*
- 4) Page 12 – Enforcement –**Will the Town or Contractor purchase/provide “SORRY” notes?** *The Town will provide “SORRY” notes.*

- 5) Page 22 – 11. Quality of Work –**We request that the Town agree to add language that Town would provide notice and allow Contractor opportunity to cure any deficiencies?** *The contract can be amended to state the following: In the event of violations to the contract, the Town will provide the Contractor three notices of deficiencies, prior to withholding payment. Notices will reset every calendar year.*
- 6) Page 22 – 12. Protection of Town, 12.2 Property Damage – **We request that the Town agree to remove “theft” from this section? Contractor cannot be held responsible for claims of theft.**
Yes
- 7) Page 23 – 12.3.2 Town Events of Default –**Will the Town agree payment for disputed amounts may be withheld and all undisputed amounts shall be paid timely?**
Yes
- 8) Page 24 – Continuation of 12.3.3. Remedies for Contractor Events of Default –**We are requesting that if we fail to perform, we request that the Town collects on the performance bond. We cannot have anyone servicing our equipment.**
Yes
- 9) Page 27 – 6. Telecommunication Requirements, (c) – **We request this not to include Sundays and Holidays.** *Yes*
- 10) Page 27 – 8. Equipment, (e) – Failure or neglect to repair or furnish replacement dumpster or wheeled cart meeting the requirements of this Contract within five days: \$200.00 per container not furnished. **We are seeking additional clarification on the wheeled carts. Who is responsible for cart repairs, as it is the Town is providing the carts?** *The Contractor provides toters at municipal locations. The Contractor is responsible for maintenance and replacement.*
- 11) Page 57 – Agreement, Article 4: Contract Documents –**Will the Town agree to include successful bidder’s proposal to the list of items that will form the Contract?**
Yes
- 12) Page 58 – Article 6: Indemnification – **We request that the Town agree to mutual, fault-based indemnification?** *Yes*

- 13) Page 28- 13.1 Force Majeure, Third Paragraph – **We are requesting that the Town agree to include pandemic as another cause beyond reasonable control of the affected party?**

Yes

- 14) We are requesting that the Town agree to an equitable adjustment due to Force Majeure events?

Proposed language: “Contractor shall be entitled to an equitable adjustment in price in the event of the occurrence of a Force Majeure Event that increase the cost of performing its obligations under this Agreement, provided that if the Force Majeure delays performance for longer than thirty (30) days.

Yes

There were additional questions (Updated 6/7/2021).

1. Can you adjust the price for the fuel adjustment schedule to reflect today's prices?
Appendix III is our example of a fuel adjustment calculation. Because our hauler contract will not begin until July 2022, we can not use today's prices. As stated in the RFQ, we will want to use an average of the previous 6 months before the contract starts on July 1, 2022. Please use the \$3.28 as the price.
2. Is there an option for the hauler to retain the municipal trash and recycling, and base the RFQ pricing on that option?
No. We have contractual commitments to our disposal and recycling facilities and we expect the new hauler to conduct a one month assessment to obtain a monthly average weight, and assess that number as needed.
3. We still do not clearly understand how this Option 2 is being asked to be priced? The Town appears to be concerned with getting credited for their tons so that they can meet their contractual obligations. We need specific language as to how this is to be priced. Is it with or without disposal. Then what's the arrangement the arrangement with CEP after? As of right now I have passed this on to a few managers and no one clearly understands how we are to price this and what the steps are after the fact?
The price does not include disposal of recycling or trash. Tonnage will be determined after 4 weeks of weighing municipal collections. Once an average weight is determined, you can deliver "in kind" MSW and Recycling to our designated areas. "In Kind" means the MSW or Recycling can be from anywhere, but will be billed to us monthly. This allows the Hauler not to collect only our municipal waste and then dump it. This is a common practice in area municipalities.

4. Will there be a public opening of the bids on Wednesday June 9th?
Yes, we have decided to open them at 2pm, on Wednesday June 9th.
5. Please disregard (Section 1.1, page 11-optional service of containers at the Recycling and Yard Waste Center.) This sentence was inadvertently left in the RFQ proposal and at this time we are not looking to include hauling from our Recycling and Yard Waste
[/DocumentCenter/View/11564/RFQ-questions-4Center](#).
6. When the Town opens the bids publicly on June 9 will the contents of all proposals be shared?
We will open them and log the bids in as submitted but we will not be going through them until a later date.
7. Have there been any Addendums issued for the RFP?
No
8. Will there be a public opening of the bids on Wednesday June 9th?
At 2pm, June 9th, at East Longmeadow Town Hall, we will be logging in the vendors who submitted bids, and no other documents will be opened at that time.