

PURCHASING DEPARTMENT

TOWN OF ARLINGTON
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June 18, 2024

Request for Proposals #24-16
Trash & Recycling Collection and Hauling

ADDENDUM NO. 2

The attention of Proposers is called to the following Addendum to the Request for Proposals. The items set forth herein, whether of omission, addition, subtraction, or clarification, shall be included in and form a part of the proposal submitted and shall become part of the Contract.

- 1. The bid deadline is hereby extended to July 19, 2024, at 10:00 a.m.**

Round 2 Questions Submitted on or before June 14 at 10:00 a.m.

- 2. Section 1.22 Payments for Damages: Item A reads, “Use of collection vehicle that is operated in conjunction with this Contract and/or haul or trash/recyclables other than provided for under the provisions of this Contract”. This is not clear what the intent is and the proposed fine listed is \$5,000 for each instance. We kindly request the Town to update Item A to be clear to both parties, as it is currently vague and open for interpretation.**

Answer: “Use of collection vehicle that is operated in conjunction with this Contract and/or haul of trash/recyclables other than provided for under the provisions of this Contract” means that if trucks currently working in Arlington, under contractual obligation to the municipal contract (that we are seeking bids for) are used for any other purpose while in town doing the work set out under this contract (such as driving to collect material from another community or to collect privately contracted material) then the contractor will be in violation of the contract and damages may be assessed.

- 3. Section 1.22 Payments for Damages: Item H, please specify a specific number of days permitted instead of the current language that reads “in a timely manner”, which is not clear and open to interpretation.**

Answer: Please refer to Section 1.23 C. “Requirements for invoicing” which states that a monthly invoice be submitted not more than ten (10) working days after the completion of the last service of that month. Damages could be obligated after that 10 days has passed.

- 4. Section 1.23 Financial: The Town is requesting a copy of the page utilized to determine commodity values from www.secondarymaterialspricing.com. Our company contracts**

directly with this organization, via membership, to obtain the monthly commodity values. Our company is not authorized to share these documents with the Town. The Town is encouraged to obtain their own monthly membership, which may be purchased at the following link:

<https://www.secondarymaterialspricing.com/recyclingmarkets/smp/subscribe.html>

Answer: The Town has a subscription to www.secondarymaterialspricing.com. The requirement in this section is to confirm that the contractor and the Town are using the same commodity prices. If there is a request to alter this language that gets to the same end, Arlington will consider such language changes.

5. **Section 9.5: The Town is requesting an 80% revenue share, which is considerably higher than typically seen in the Massachusetts recycling market. Would the Town be willing to consider a true revenue share of 50% Town / 50% Contractor in relation to REC Processing.**

Answer: The Town is willing to consider a different revenue share split if it is part of a more advantageous proposal overall.

6. **Section 16: The Town is requesting postcards be mailed to each household twice per year to educate the public about the Town's MSW and REC program. Please provide the number of households that would receive such postcards and the estimated annual cost in postage based on prior year mailings.**

Answer: There are 20,300 households in Arlington. The cost of printing and cost of postage would be similar to printing and mailing done in other communities. We do not have a quote available at this time.

7. **Section 16.2: Would the town please include 30 days' advanced notice to the Contractor for scheduling the requested events?**

Answer: That seems fair; yes, we would agree to 30 days' notice.

8. **Section 19.1: The Town is requesting that the Contractor assign a "Route Manager" to be dedicated at least 50% of each day (4 hours) for "on-site" supervision of collections. This requirement is excessive, as our Route Managers are typically overseeing 10+ municipal contracts and cannot realistically dedicate 50% of each day specifically to the Town. How does the Town intend to verify this requirement? We kindly request to remove the percentage requirement and instead replace with language similar to the following: "The assigned Route Manager shall provide the necessary day-to-day management of the drivers assigned to the Town's routes."**

Answer: We appreciate your suggested language, but we do not find "necessary day-to-day management" is complete enough as a measure. The Town's intention is to ensure that collection occurs as expected and that the Town is serviced properly. Contractors may propose an alternative commitment, but the Town wants assurance that its residents will be served.

9. **Section 19.4 prohibits the Contractor from subcontracting. It is recommended that this language be loosened, as most solid waste and recycling vendors do not have the operational capabilities to provide some new requested services, such as organics**

collection, and we likely would aim to subcontract those services to meet the needs of the Town.

Answer: A proposal that includes subcontracting or partnering with another company from the beginning of the contract period would be considered responsive. This section of the RFP pertains to subcontracting after the contract has been executed. Please note the language in Section 19.4 that allows for changes to circumstances, "...without written approval." We believe that "written approval" provides the accommodating language this questioner is looking for.

10. Section 5.2: This section speaks to an annual allotment of carts and references Exhibit B. Exhibit B does not explain this requirement and simply provides statistical information on the Town's solid waste and recycling program. Please provide a detailed explanation regarding the carts that are expected to be provided by the Contractor on an annual basis.

Answer: The Town will be issuing carts for trash and recycling for the first time. We will base our initial purchase of carts on the number of households in town. Once the initial carts are issued to all households, the Cart Services we seek proposals for would then take effect. We may be seeking the advice of MassDEP, the cart vendor, and neighboring communities in order to estimate the number of additional carts we expect to keep in inventory. The "annual cart allotment" will be decided with those inputs and is expected to be a number that the Cart Services vendor will agree is a reasonable number of carts that may break in an average year. It is expected that bids for this section may come in as a time plus materials pricing, thereby those cost will vary according to need.

11. Sections 7-8: If a Contractor proposed to implement automated curbside collections for both solid waste and recycling, which would require the purchase of two carts per household (likely), does the Town intend to purchase the required carts directly? Alternatively, would the Town be willing to consider proposals in which the Contractor rents the required carts at a fixed amount per month over the life of the contract?

Answer: The Town intends to purchase a trash cart and a recycling cart for each household. In order for the Town to take advantage of grant funding for which we are eligible, we intend to make the purchase and retain ownership of the carts.

12. Section 7.1.2d states that the Town intends to maintain its Orange Bag Program for local business even with the implementation of carts /automation. In the event that the Town selects a proposal which includes standardized wheeled carts, will this same requirement be applied to local businesses participating in the Orange Bag Program? Without requiring carts at these locations would essentially mean these are manual collection locations and would require an employee of the Contractor to exit the collection vehicle to collect the orange bags, which will cost the town more operationally, as opposed to requiring these businesses to also utilize carts.

Answer: The Orange Bag program exists because many small businesses do not have space for carts. We can agree to work to move some businesses to carts, but proposers should expect many will stay with the bags.

13. Section 11.7 Ownership of Materials: This section requires the Contractor to transport collected yard waste to Woods Trucking in Peabody or some other site determined by the

Town within 30 miles from Arlington. Thirty miles is a considerable distance, especially considering traffic conditions in Greater Boston. This provision could be problematic for the selected Contractor in the form(s) of increased operating costs for labor and fuel. We kindly request that the Town provide a calculation that will be utilized to compensate the Contractor additional monies in the event that the Town decides to change disposal sites to a location further away or more difficult to travel to given typical traffic conditions.

Answer: The Town will accept bids to Woods Trucking, our current site, and would also be open to alternative site proposals. If a disposal site needs to change over the course of the contract, the Town will be open to a mutually agreeable price adjustment for transportation to an alternative site.

14. What size trash cart is going to be used by residents? The size of the cart will impact the amount of Overflow Bags the residents will also set out at the curb and therefore the cost of service and RFP bid prices. The size of the cart will impact the projected number of Overflow Bags the residents will use and the amount of time the Driver has to leave the cab to manually pick up Overflow Bags.

Answer: The trash cart would be 35 gallons, the recycling carts would be 64 gallons, and we intend to offer additional cart “renting/leasing” in order to accommodate households which expect to regularly have overflow, thus reducing the number of Overflow Bags as much as possible. The second or third trash cart, or second recycling cart, would be completely optional, but we will price the cost to entice adoption.

15. Will the Contractor invoice the Town and be paid for all Overflow Bags collected and set out at the curb?

Answer: The contractor will be reimbursed, monthly, per bag, based on the number of Overflow Bags sold and the pricing offered by the contractor on the Pricing Sheet.

16. Is there a place on the RFP price sheet to bid a collection fee for each Overflow Bag?

Answer: Yes, see pricing sheet under “Additional Services” Row 7d.

17. During the busy yard waste seasons, can we run one truck during the weekdays, and run multiple trucks on Saturday/Sundays to do all leftover pick-ups?

Answer: We welcome creative solutions and will consider them responsive to the RFP.

18. Are MassDEP funds set aside for food scraps recycling carts?

Answer: Purchasing food scrap diversion carts is an acceptable use of MassDEP funds and we have used that Recycling Dividends Program funding to purchase approximately 2,500 carts to date. As the program scales up, the cost of those carts may need to be financed in an alternative manner.

19. Who is responsible for the cost of damaged/stolen food scraps recycling carts?

Answer: The Town.

20. Who is paying for cart distribution? Who is responsible for distribution of food waste bins?

Answer: The Town.

21. How many orange bags were sold last year and this year-to-date?

Answer: Arlington's orange bag program is only for businesses at this time. The list of participating businesses, as we best estimate at this time, is included in the RFP as Exhibit L. The number of orange bags sold so far in this fiscal year is 3,200.

All other terms and conditions of the Request for Proposals remain unchanged.

ADDENDUM MUST BE ACKNOWLEDGED IN THE PROPOSAL. FAILURE TO ACKNOWLEDGE ANY OR ALL ADDENDA COULD RESULT IN REJECTION OF YOUR PROPOSAL AS NON-RESPONSIVE.

James Feeney
Town Manager