



City of Cambridge  
Department of Public Works

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*Owen O'Riordan, Commissioner*

147 Hampshire Street  
Cambridge, MA 02139  
theworks@cambridgema.gov

voice: 617 349 4800  
tdd: 617 499 9924

TO: All Bidders

FROM: Ellen Katz, Fiscal Director, Department of Public Works

DATE: June 2, 2015

RE: Curbside Collection of Recycling and Yard Waste, 2015, **Addendum #4**

Current curbside recycling and yard waste contract is attached.

All other details remain the same.

**ADDENDUM #4**



# City of Cambridge

Purchasing Department

Cynthia H. Griffin  
*Purchasing Agent*

**CONTRACT NO. 5239**

**FW RUSSELL AND SONS DISPOSAL, INC. AND LANGTON AND DOUGLAS CONTRACTING, INC., A JOINT VENTURE**

**SINGLE STREAM CURBSIDE RECYCLING COLLECTION**

**AMENDMENT TO AGREEMENT #1**

WHEREAS an Agreement was made and entered into on the 14TH day of June, 2010 by and between the City of Cambridge, a municipal corporation, and **FW Russell and Sons Disposal, Inc. and Langton and Douglas Contracting, Inc., a Joint Venture**, a corporation duly organized and existing under the laws of the State of Massachusetts; and

**WHEREAS said Agreement needs to be amended:**

FW Russell and Sons Disposal, Inc. and Langton and Douglas Contracting, Inc. is realizing a savings as a result of manpower efficiencies due in part to the change to semi-automated collection. FW Russell and Sons Disposal, Inc. and Langton and Douglas Contracting, Inc. wishes to share with the City a portion of these savings. Therefore, FW Russell and Sons Disposal, Inc. and Langton and Douglas Contracting, Inc. will reduce their monthly invoice by six thousand four hundred dollars (\$6,400.00) beginning April 1, 2011 and continuing monthly until the expiration of the contract, October 31, 2015.

If for any reason the staffing levels in question (three laborers on three packers) are permanently required for any reason, then this savings would cease to exist and FW Russell and Sons Disposal, Inc. and Langton and Douglas Contracting, Inc. would no longer offer this monthly savings to the City.

All other terms and conditions of the original Agreement remain unchanged and in full force and effect.

IN WITNESS THEREOF, the parties have caused this Amendment to be executed by their respective authorized officers as of June 21, 2011.

THIS AMENDMENT IS APPROVED  
TO FORM IN QUADRUPLICATE

DONALD A. DRISDELL  
CITY SOLICITOR

ROBERT W. HEALY  
CITY MANAGER

FW RUSSELL AND SONS DISPOSAL, INC.,  
AND LANGTON & DOUGLAS CONTRACTING, INC.

KEVIN DOUGLAS, TREASURER

CYNTHIA H. GRIFFIN  
PURCHASING AGENT



**FW RUSSELL AND SONS DISPOSAL, INC.**  
**AND**  
**LANGTON & DOUGLAS CONTRACTING, INC.**

A JOINT VENTURE

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100 CROSS STREET  
SOMERVILLE, MA 02145  
PHONE: 617-776-5120  
FAX: 617-623-8580

Mr. Robert Healy  
City Manager  
795 Mass Av  
Cambridge, Ma 02139

Re: FW Russell/Cambridge/Recycling Contract #5239

Dear Mr. Healy

Thank you for taking the time today to discuss the ongoing contract issue regarding staffing levels in the recycling hauling contract referenced above. As we discussed we would like to share with the City a portion of the savings we are realizing as a result of manpower efficiencies due in part to the change to semi-automated collection. To that end beginning with the April 1, 2011 invoice we will reduce our monthly contracted amount due from the City by six thousand four hundred dollars (\$6,400.00) for the duration of the contract. I have attached revised invoices for April and May, 2011 for your review.

Although we believe it unlikely, if for any reason the staffing levels in question (three laborers on three packers) are permanently required for any reason, then this savings would cease to exist and we would no longer offer this monthly savings to the City.

Sincerely,



Kevin Douglas

**City Of Cambridge  
Articles Of Agreement**

**Commodity: Single Stream Curbside Recycling Collection**  
**File Number: 5239**

This agreement is made and entered into this 14<sup>th</sup> of June, 2010, by and between the **City Of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and **FW Russell and Sons Disposal, Inc. and Langton and Douglas Contracting, Inc.**, a joint venture existing under the laws of the State of Massachusetts ("the Contractor").

**Address: 100 Cross Street, Somerville, MA 02145, Attn: Kevin Douglas**  
**Telephone: 617-776-5120; Fax: 617-623-8580; E-mail: kdoug@landd.biz**

**Article I. Definition.** "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the Contractor's bid or proposal that were accepted by the City.

**Article II. Duration.** The Contractor shall commence the performance of this contract for the period beginning on **11/01/2010** and ending on **10/31/2015**.

**Article III. Terms.** The Contractor agrees to provide the services all in accordance with the proposal dated **6/7/2010** (date proposal received in Purchasing).

**Contract Value: \$9,612,800.00 Items 1 and 2a and 2b. plus \$12,000.00 for two trucks for five weeks. Cost to be spread over the first year of the contract.**

**Article IV. Payment.** The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. **Contractor shall invoice the Department of Public Works.**

**Article V. Termination.** The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

**Article VI. Damages.** From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

**Article VII. Conflict.** In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.

**Article VIII. Governing laws and ordinances.** This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

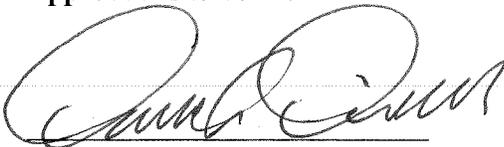
**Article IX. Performance Security.** Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of **100%** of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

**Article X. Equal Opportunity.** the Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The city may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

**Article XI. Assignability.** the Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

**In witness whereof the parties have hereto and to three other identical instruments set their hands the day and year first above written.**

Approved as to Form:

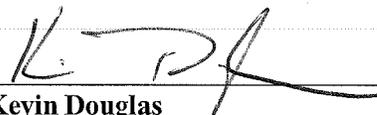


**Donald A Drisdell**  
City Solicitor



**Robert W. Healy**  
City Manager

**FW Russell and Sons Disposal, Inc. and  
Langton and Douglas Contracting, Inc.:**



**Kevin Douglas**  
Treasurer



**Cynthia H. Griffin**  
Purchasing Agent

MEETING OF THE BOARD OF DIRECTORS  
CERTIFICATE OF AUTHORITY

At a meeting of the Directors of the FW RUSSELL + SONS DISPOSAL IN +  
LAWTON + DEGLAS CONTR. INC JOINT  
VENTURE  
duly called and held at 120 McGRATH HIGHWAY  
on the 11TH day of JUNE 20 10, at which a  
quorum was present and acting, it was VOICED THAT KEVIN DOUGLAS  
the CLERK / TREASURER of this  
corporation is hereby authorized and empowered to make, enter into, sign, seal  
and deliver, in behalf of this corporation, a Contract for RECYCLING + YARD WASTE COLLECTION  
with the City of Cambridge.

I DO HEREBY CERTIFY that the above is a true and correct copy of the  
record, that said vote has not been amended or repealed and is in full force and  
effect on this date, and that KEVIN DOUGLAS  
is duly elected TREASURER / CLERK of this  
corporation.

ATTEST:



Clerk or Secretary of the Corporation

(Affix Corporate Seal Here)



# City of Cambridge

Purchasing Department

Cynthia H. Griffin  
*Purchasing Agent*

## CITY OF CAMBRIDGE TAX COMPLIANCE STATEMENT

As required by M.G.L. Chapter 62C, Section 49A, the undersigned certifies under penalty of perjury that they have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

KEVIN DOUCENS  
CLERK / TREASURER

Name and title

6/18/10

Date

FW RUSSELL + SONS DISPOSAL INC  
LANGTON + DOUCENS CONTR INC

Name of business

100 CROSS ST

Address

SOMERVILLE, MA 02145



RUSSELL

**ATTACHMENT 6: PRICE SUMMARY FORM**

Bidders may bid on curbside recycling and yard waste (items 1 and 2) and/or public area bins (item 3). Therefore, the City may award two separate contracts as a result of this bid. Note that curbside recycling and yard waste must be bid together – if a company bids on curbside recycling it must also bid on yard waste. Likewise, if a company bids on yard waste it must also bid on curbside recycling.

The City will contract separately with a recycling Processor.

Prices are requested for collection and hauling from curbside (item 1) and public area bins (item 3) to locations within five miles of Cambridge, Massachusetts and to locations greater than five miles but less than twenty-five miles.

Note that all quantities provided in these specifications and in this price summary form are best estimates provided for the purposes of determining the contract value and comparing bid prices. The City makes no guarantees that it will utilize the contract at the quantities provided.

Prices must remain firm for the entire contract and must include all costs associated with the services set forth in this bid. The hauler will not be responsible for processing fees and will not share in any revenue from recyclables except if awarded a contract based on an alternative bid.

Bidders submitting prices for Items 1 and 2 must submit prices for each item in that section.

Bidders submitting prices for Item 3 must submit prices for both parts 3a and 3b.

**Item 1: Weekly collection of single stream recycling delivered to a location within five miles of Cambridge, Massachusetts.**

Price for year one (July 19, 2010 – July 18, 2011):	\$ 1,443,000
Price for year two (July 19, 2011 – July 18, 2012):	\$ 1,486,200
Price for year three (July 19, 2012 – July 18, 2013):	\$ 1,530,780
Price for year four (July 19, 2013 – July 18, 2014):	\$ 1,576,680
Price for year five (July 19, 2014 – July 18, 2015):	\$ 1,623,960
<b>TOTAL ITEM 1</b>	<b>\$ 7,660,620</b>

**Item 2: Yard Waste**

**2a. Seasonal curbside weekly yard waste collection delivered to a composting facility determined by Contractor, April 1 – 2<sup>nd</sup> full week in December.**

Price for year one (July 19, 2010 – July 18, 2011):	\$ 360,000
Price for year two (July 19, 2011 – July 18, 2012):	\$ 370,800
Price for year three (July 19, 2012 – July 18, 2013):	\$ 381,900
Price for year four (July 19, 2013 – July 18, 2014):	\$ 393,360

Name of Bidder \_\_\_\_\_

Please scan & send to:

Randi  
Ellen  
John F.  
John N.  
Lisa P.

Thanks

Price for year five (July 19, 2014 – July 18, 2015):	\$ <u>405,120</u>
<b>TOTAL ITEM 2a.</b>	\$ <u>1,911,180</u>

2b. Additional week of yard waste if requested by the City

Price for year one (July 19, 2010 – July 18, 2011):	\$ <u>8000</u> Per Year
Price for year two (July 19, 2011 – July 18, 2012):	\$ <u>8000</u> Per Year
Price for year three (July 19, 2012 – July 18, 2013):	\$ <u>8000</u> Per Year
Price for year four (July 19, 2013 – July 18, 2014):	\$ <u>8500</u> Per Year
Price for year five (July 19, 2014 – July 18, 2015):	\$ <u>8500</u> Per Year
<b>TOTAL ITEM 2b.</b>	\$ <u>41,000</u>

<b>TOTAL ITEM 2 (a + b)</b>	\$ <u>1,952,180</u>
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TOTAL Items 1 + 2: \$ 9,612,800

Item 1 ADDITIONAL HAULING DISTANCE:

Additional cost, if any, to haul and deliver single stream recyclables to location greater than five miles but within twenty-five miles of Cambridge, Massachusetts.

Price for year one (July 19, 2010 – July 18, 2011):	\$ <u>240,000</u> Per Year
Price for year two (July 19, 2011 – July 18, 2012):	\$ <u>247,200</u> Per Year
Price for year three (July 19, 2012 – July 18, 2013):	\$ <u>254,600</u> Per Year
Price for year four (July 19, 2013 – July 18, 2014):	\$ <u>262,250</u> Per Year
Price for year five (July 19, 2014 – July 18, 2015):	\$ <u>270,120</u> Per Year
<b>TOTAL ITEM 1 ADDITIONAL HAULING DISTANCE</b>	\$ <u>1,274,170</u>

TOTAL Items 1 + 2 + Additional Hauling Distance: \$ 10,886,970

Total Items 1 & 2 + Additional Hauling Distance in words: TEN MILLION EIGHT HUNDRED EIGHTY-SIX THOUSAND  
 Name of Bidder RUSSELL NINE HUNDRED SEVENTY DOLLARS

Item 3: Public Area Recycling Bin Collection and Hauling *WITH CURBSIDE RECYCLABLES.*

*MSA*

3a. Collection from street bins 3 times per week delivered to a recyclables processor determined by the contractor *PICKED UP BY SUPERVISOR W/ ALLEY CAT*

Price for year one (July 19, 2010 – July 18, 2011):	\$ <u>990</u> per bin/year X 45 = \$ <u>44,550</u> per year
Price for year two (July 19, 2011 – July 18, 2012):	\$ <u>1020</u> per bin/year X 45 = \$ <u>45,900</u> per year
Price for year three (July 19, 2012 – July 18, 2013):	\$ <u>1050</u> per bin/year X 45 = \$ <u>47,250</u> per year
Price for year four (July 19, 2013 – July 18, 2014):	\$ <u>1080</u> per bin/year X 45 = \$ <u>48,600</u> per year
Price for year five (July 19, 2014 – July 18, 2015):	\$ <u>1110</u> per bin/year X 45 = \$ <u>49,950</u> per year
<b>TOTAL ITEM 3a.</b>	\$ <u>236,250</u>

3b. Collection from interior park bins 3 times per week delivered to a recyclables processor determined by the contractor *WITH CURBSIDE RECYCLABLES. PICKED UP BY SUPERVISOR W/ ALLEY CAT.*

Price for year one (July 19, 2010 – July 18, 2011):	\$ <u>1050</u> per bin/year X 50 = \$ <u>52,500</u> per year
Price for year two (July 19, 2011 – July 18, 2012):	\$ <u>1080</u> per bin/year X 50 = \$ <u>54,000</u> per year
Price for year three (July 19, 2012 – July 18, 2013):	\$ <u>1110</u> per bin/year X 50 = \$ <u>55,500</u> per year
Price for year four (July 19, 2013 – July 18, 2014):	\$ <u>1140</u> per bin/year X 50 = \$ <u>57,000</u> per year
Price for year five (July 19, 2014 – July 18, 2015):	\$ <u>1170</u> per bin/year X 50 = \$ <u>58,500</u> per year
<b>TOTAL ITEM 3b.</b>	\$ <u>277,500</u>

TOTAL Item 3a + 3b: 513,750

Total Item 3 in words: FIVE HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS

Name of Bidder RUSSELL



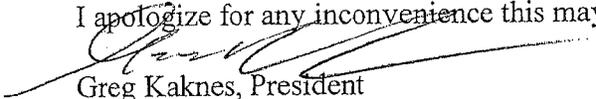
mulch | soil | stone | disposal

## NOTICE OF PRICE INCREASE

Due to circumstances beyond my control...

**AS OF APRIL 15, 2010, ALL MUNICIPAL YARD WASTE LOADS DELIVERED  
IN REAR END PACKER TRUCKS WILL BE CHARGED \$10.50 PER CUBIC  
YARD.**

I apologize for any inconvenience this may cause.

  
Greg Kaknes, President  
Landscape Express, Inc.

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LANDSCAPE EXPRESS, INC  
218 New Boston Street, Woburn MA 01801  
Phone: (781) 933-3818  
Fax: (781) 933-0668

**ATTACHMENT 2 BID SUBMISSION REQUIREMENTS**

Failure to submit documents requested may result in the determination that your bid is non-responsive unless the City of Cambridge deems such failure to be a minor informality.

- A. Bidders for Items 1 and 2 (Curbside Recycling and Yard Waste) must fully describe Contractor's experience with at least three recycling curbside collection, handling and transportation contracts, including contract value and role in contract.

CAMBRIDGE

SOMERVILLE - SOLID WASTE, RECYCLING + YARD WASTE	2,115,000
BELMONT SOLID WASTE, RECYCLING + YARD WASTE	1,400,000
DEDHAM SOLID WASTE, RECYCLING + YARD WASTE	1,300,000

- 1. B. Bidders for Item 3 (Public Area Bins) must fully describe Contractor's experience with at least three hauling and delivery contracts, including contract value and role in contract.

ONLY EXPERIENCE IS IN CAMBRIDGE

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- A. Bidders for Items 1 and 2 (Curbside Recycling and Yard Waste) must list a minimum of three recent (within past three years) references of residential recycling collection contracts, at least one of which is an urban community similar to Cambridge. Contractor may provide additional references relevant to the Contractor's character and integrity, record of good business practices, management ability, and experience. The City reserves the right to contact the references provided in determining whether the bidder is responsible. The City reserves the right to use itself as a reference.

Name of Customer	Contact Person	Phone Number
CITY OF SOMERVILLE	STAN KATY	617 625 6600
TOWN OF BELMONT	PETER CASTANINO	617 993 2685
TOWN OF DEDHAM	BILL KEEGAN	781 751 9101

- 2. B. Bidders for Item 3 (Public Area Bins) must list a minimum of three recent (within past three years) references of hauling contracts, at least one of which is an urban community similar to Cambridge. Contractor may provide additional references relevant to the Contractor's character and integrity, record of good business practices,

Name of Bidder F.W. RUSSELL + SONS DISPOSAL INC  
LANGTON + DOUGLAS CONTR. INC JOINT VENTURE

**ATTACHMENT 1 QUALITY REQUIREMENTS**

The information below is voluntary. A response or lack of response will not affect the competitiveness/status of your bid.

Minority/Women Business Status - Please indicate whether your business is SOWMBA (or another state) certified.	YES ___ NO <input checked="" type="checkbox"/>
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**QUALITY REQUIREMENTS**

The City will reject any bid that does not meet the quality requirements below. A "NO" response or a failure to respond to any of the following quality requirements will result in a rejection of your proposal. Please read carefully.

All bidders must answer the following questions below:

1) Bidder and its subcontractors are entities duly organized, validly existing and in good standing under the law and are in the business of collecting and transporting recyclables;	YES <input checked="" type="checkbox"/> NO ___
2) It is true that the bidder and its subcontractors have no unsettled violations of any regulations or laws regulating the collection, transport or processing recyclables. Circle Yes if you have no unsettled violations.	YES <input checked="" type="checkbox"/> NO ___
3) The bidder has been engaged in the business of hauling materials for at least three years.	YES <input checked="" type="checkbox"/> NO ___
4) The bidder authorizes and requests any person, firm or corporation to furnish any information requested by the City to verify the statements comprising the Quality Requirements and Bid Submission Requirements.	YES <input checked="" type="checkbox"/> NO ___
5) It is true the bidder is currently not in bankruptcy, Circle Yes if you are not currently in bankruptcy.	YES <input checked="" type="checkbox"/> NO ___
6) Bidder can provide, upon request, proof of financial solvency.	YES <input checked="" type="checkbox"/> NO ___

Bidders submitting prices for Item 1 (Curbside recycling) and Item 2 (Curbside yard waste) must also answer these additional questions.

1) The bidder has experience with a minimum of three residential recyclables collection contracts for at least three years, at least one of which is an urban community similar to Cambridge, characterized by narrow, one-way streets, large number of multi-family buildings and pervasive on-street parking. The City reserves the right to contact the references provided in determining whether the bidder meets this quality requirement. The City reserves the right to use itself as a reference.	YES <input checked="" type="checkbox"/> NO ___
3) The bidder will provide recycling collection trucks as required in Section 6-K and 6-L. *	YES ___ NO ___
4) The bidder agrees to follow the specifications for a collection supervisor in Section 6-I.	YES <input checked="" type="checkbox"/> NO ___

Deleted: YES \_\_\_ NO \_\_\_  
 Deleted: ¶  
 2) The bidder has been engaged in the business of collecting recyclables for at least three years. ¶

Name of Bidder RUSSELL

\* YARDWASTE TRUCK EXCEPTION

management ability, and experience. The City reserves the right to contact the references provided in determining whether the bidder is responsible. The City reserves the right to use itself as a reference.

Name of Customer	Contact Person	Phone Number
CITY OF CAMBRIDGE		

3. List of equipment to be used in this contract that meets the bid specifications. Specify which equipment will be used for each item Contractor is bidding on (i.e., Items 1 and 2 (Curbside and Yard Waste), and/or Item 3 (Public Area Bins).

OK RM w/3/10

	YEAR	MAKE	MODEL	SERIAL #	REGISTRATION
3-	2010	MACK	<del>W/LEACH</del> 32 YARD	REAR LOAD PACKERS	McNeilus 25 yard
2-	2010	INTERNATIONAL	<del>W/HELL</del> 35 YARD	SIDE LOAD	PACKER Labrie 25 yard
	<del>2010</del>	EXISTING YARD WASTE TRUCK UNTIL JAN 1, 2011			
	<del>2010</del>	2005 35 YARD MACK W/ LEACH BODY AS OF 1/1/11			
	<del>2010</del>	BOTH YARD WASTE TRUCKS ARE SCHEDULED FOR EXHAUST RETROFIT THIS SUMMER.			

1- 2010 ALLEY CAT PACKER FOR SUPERVISOR

4. Attach copies of all state, local, federal and other permits and approvals for processing facility and/or receiving stations for yard waste, public area bins and recyclables as applicable to bid.

5. Driver Training Program. Describe in detail how all vehicle operators shall be trained in safe driving and vehicle operations, materials accepted and not accepted in the City's recycling program and in the other requirements of this contract.

AS CURRENTLY TRAINED  
 GRADY MTS W/ PANDI  
 HANDOUTS ETC

Name of Bidder F. W. RUSSELL

6. Organizational chart showing the proposed managerial organization associated with providing collection services to the City. Identify by name and title a Contract Manager and a Contract Supervisor to be assigned to Cambridge.

Attach additional pages if needed.

AS CURRENTLY ORGANIZED

Contract Manager's name and title: KEVIN DOUGLAS TREASURER

7. Qualifications and resumes of the Contract Manager and Contractor Supervisor demonstrating that they are qualified to carry out of the functions of this contract. Please attach resumes.

KEVIN DOUGLAS 15 YEARS MUNICIPAL SOLID WASTE +  
RECYCLING + YARD WASTE EXPERIENCE.

JEN HYLAND 9 YEARS EXPERIENCE W/ CAMBRIDGE  
RECYCLING + YARD WASTE.

Name of Bidder FW RUSSELL

**ATTACHMENT 5: CERTIFICATE OF AUTHORITY**

This form must be submitted with your bid

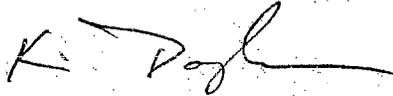
MEETING OF THE BOARD OF DIRECTORS

At a meeting of the Directors of the FW RUSSELL & SONS DISP. INC  
~~LANE & D OUELLS COPTA INC~~  
duly called and held at 120 McGRATH HIGHWAY SOMERVILLE  
on the 15<sup>TH</sup> day of FEB 2010, at which a quorum was present and acting, it  
was VOICED THAT KEVIN DOUGLAS  
the TREASURER of this corporation is

hereby authorized and empowered to make, enter into, sign, seal and deliver, in behalf of this corporation,  
a Contract for SRCL + YARD WASTE with the City of Cambridge.

I DO HEREBY CERTIFY that the above is a true and correct copy of the record, that said vote has  
not been amended or repealed and is in full force and effect on this date, and that KEVIN DOUGLAS  
is duly elected TREASURER of this  
corporation.

ATTEST:



Clerk or Secretary of the Corporation

(Affix Corporate Seal Here)

Name of Bidder

FW RUSSELL

**ATTACHMENT 3: CERTIFICATIONS**

Americans with Disabilities Act (42 U.S.C. 12131)  
Section 504 of the Rehabilitation Act of 1973  
Tax Compliance/Anti-Collusion

**This form must be submitted with your bid**

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The bidder shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the bidder's services, the individual with the disability must meet the essential eligibility requirements for receipt of the bidder's services or participation in the bidder's programs or activities with or without: 1) reasonable modifications to the bidder's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its bid, the bidder certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the bidder is receiving federal funds.

The undersigned certifies under 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 "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the bidder has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Kevin Douglas  
Signature

KEVIN DOUGLAS  
(Name of person signing bid)

FW RUSSELL + SONS DISPOSAL INC, LANGTON + DOUGLAS CONTR INC JOINT VENTURE  
(Name of Business)

Address: 100 CROSS ST

SOMERVILLE, MA

Zip Code: 02145

Name of Bidder \_\_\_\_\_

**ATTACHMENT 1: CORI CERTIFICATION****CORI COMPLIANCE FORM**

Persons and businesses supplying goods and/or services to the City of Cambridge ("Vendors"), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy ("CORI Policy") attached hereto.

**CERTIFICATION**

The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy. **All Vendors must check one of the three lines below.**

1.  CORI checks are not performed on any Applicants.
2.  CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.
3.  CORI checks are performed on some or all Applicants. The Vendor's CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

KEVIN DOUGLAS

(Typed or printed name of person  
signing quotation, bid or Proposal)

Kevin Douglas

Signature

FW RUSSELL

(Name of Business)

**NOTE:**

The City Manager, in his sole discretion may grant a waiver to any Vendor on a contract by contract basis.

**Instructions for Completing CORI Compliance Form:**

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor's CORI policy conforms to the policies, practices and standards set forth in the City's CORI Policy. A Vendor with a CORI policy that does NOT conform to the City's CORI Policy must check Line 3 and explain the reasons for its nonconformance in writing. Vendors, who check Line 3, will not be permitted to enter into contracts with the City, absent a waiver by the City Manager.

This form must be submitted with your bid

Name of Bidder

FW RUSSELL

**FW RUSSELL AND SONS DISPOSAL, INC.**  
**AND**  
**LANGTON & DOUGLAS CONTRACTING, INC.**

A JOINT VENTURE

---

100 CROSS STREET  
SOMERVILLE, MA 02145  
PHONE: 617-776-5120  
FAX: 617-623-8580

**RESUME**

**Kevin Douglas –Contract Manager**

B.S. Accounting and Finance  
Boston College – class of 1977  
Co-founder and Treasurer for Russell Disposal, Inc.  
and Langton & Douglas Contracting, Inc.  
19 Years experience in the Solid Waste Industry  
Cell phone 617-839-8271  
Email [kdoug@landd.biz](mailto:kdoug@landd.biz)

**Jennifer Hyland – Contractor Supervisor**

10 Years as Contractor Supervisor on the City of Cambridge Contract

**FW RUSSELL AND SONS DISPOSAL, INC.**  
**AND**  
**LANGTON & DOUGLAS CONTRACTING, INC.**

**A JOINT VENTURE**

---

**100 CROSS STREET  
SOMERVILLE, MA 02145  
PHONE: 617-776-5120  
FAX: 617-623-8580**

**#5 Drivers Training**

All drivers are required to have a CDL Class A or Class B License to operate our equipment. In addition to the safety training necessary to acquire a CDL License all personnel are required to participate in quarterly safety meetings held at the company facilities. With the new equipment anticipated for the new contract with the City of Cambridge our employees will be trained by the manufacturer's rep and/or Russell Management.

All employees who work on the Cambridge contract are trained on the nuances of working in Cambridge. Cambridge's high standard of expected services is instilled in the Cambridge crew through meetings and handouts. If the city switches to single stream recycling in the fall additional training is anticipated in conjunction with the quarterly meetings with DPW staff.

Prior to commencement of the contract, all employees who work on the Cambridge contract will be given an informational packet which will include certain sections of the contract specifications including section 3 A, B, C, E, F and G, section 6 D, E, G, M and N and section 7 A, B and D as well as attachment 21. Said employees will be required to read and study the packet and attend a training session with company management to discuss and to ascertain that personnel have read and understand their duties with respect to the contract.

Organizational Chart - Russell Disposal Inc.

City of  
Cambridge

Dispatcher	Road Supervisor
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Public Relations	Contract Manager
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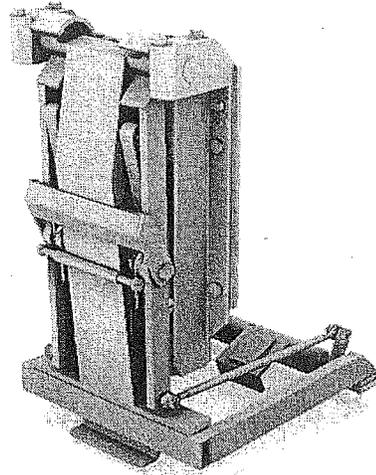
Trucks	Trucks	Trucks	Trucks	Trucks
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## **CART TIPPERS**

*C-220 SERIES for SIDE LOADERS*

<b>MODEL:</b>	LA-220, LE-220, LT-220
<b>ANSI RATING:</b>	ANSI Z 245.60-1996
<b>APPLICATION:</b>	SIDE LOADERS
<b>LIFT TYPE:</b>	HYDRAULIC CYLINDER
<b>HYDRAULIC FLOW:</b>	2-3 GPM
<b>HYDRAULIC PRESSURE:</b>	1,800-2,100 PSI
<b>CYCLE TIME:</b>	8-10 SECONDS
<b>MAXIMUM LOAD:</b>	400 LBS
<b>CART COMPATIBILITY:</b>	TYPE B (DOMESTIC 2-BAR) TYPE C (EUROPEAN COMB-STYLE) UNIVERSAL
<b>NOTES:</b>	FOLD UNDER ,COMPACT DESIGN



### **OPERATOR-FRIENDLY, PLUS EASIER SERVICE & MAINTENANCE!**

- A powerful, easy to maintain trunnion-mounted hydraulic cylinder provides smooth & reliable operation under continuous use (up to 800 cycles per shift).
- Bolt-on mounting plate for quick replacement.
- Sweeping action automatically adjusts to varying heights and uneven terrain with a positive lock on the container.
- Dumps higher and deeper into the hopper to minimize spillage and reduce the number of packer cycles.
- Models available for either Type B Domestic (LA-220) or Type C European (LE-220) containers.
- Universal model (LT-220) can pick up both Type B Domestic and Type C European containers.
- Also available in double tipper configurations.

LABRIE Cart Tipper are exclusively available through the Labrie Environmental Group and their Authorized Distributors.

# **labrieplus**

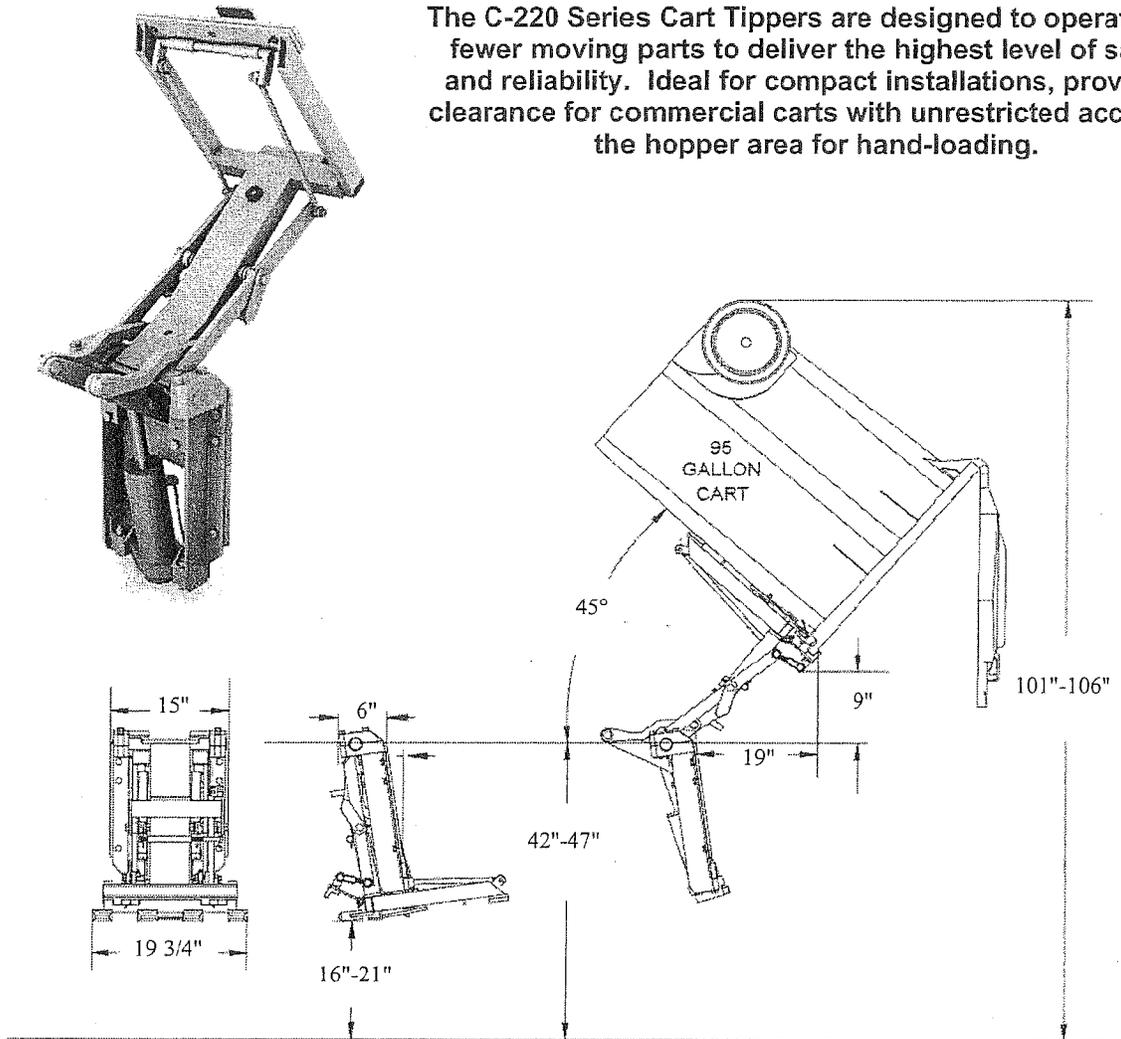
(800) 231-2771  
[www.labrieplus.com](http://www.labrieplus.com)



## **CART TIPPERS**

*C-220 SERIES for SIDE LOADERS*

The C-220 Series Cart Tipper is designed to operate with fewer moving parts to deliver the highest level of safety and reliability. Ideal for compact installations, providing clearance for commercial carts with unrestricted access to the hopper area for hand-loading.



*Dimensions accommodate most ANSI Z245.60-1996 Type B carts (domestic style 2-bar) and most ANSI Z245.60-1996 Type C carts (European style), but may vary due to container specifications and/or applications. All dimensions are approximate.*

**For more information on LABRIE Cart Tipper and what they can do to increase your bottom line, please contact your authorized Labrie Environmental Group Distributor or call us direct at LabriePlus!**

LabriePlus is a proud subsidiary of



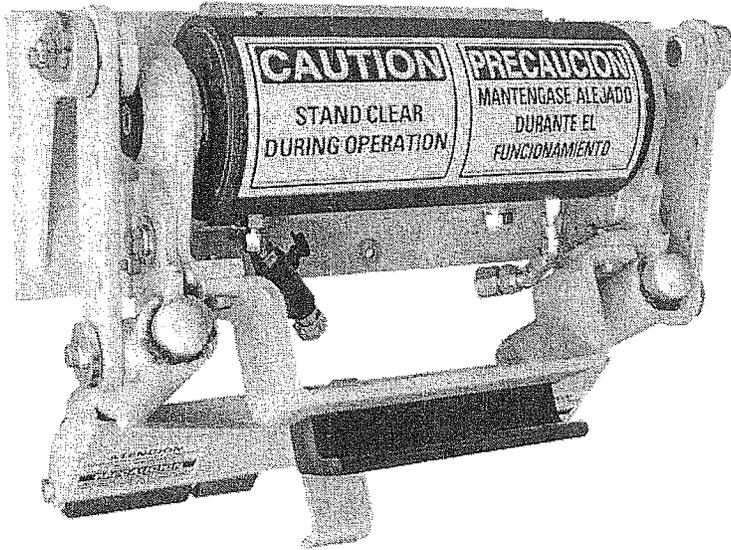
©2009 Labrie Environmental Group



**P E R K I N S**  
MANUFACTURING COMPANY

**CREATORS OF THE  
TUCKAWAY™ LIFTER**

## D6225-26k BreakAway TipperBar TuckAway™



The D6225 enjoys all the features of the D6220 model, such as tipper-bar clearance & vehicle hugging design, but with an added BreakAway feature.

Featuring TuckAway™ Lifter Performance

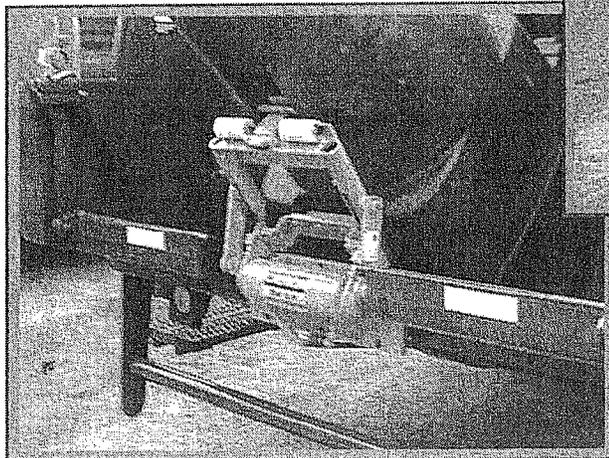
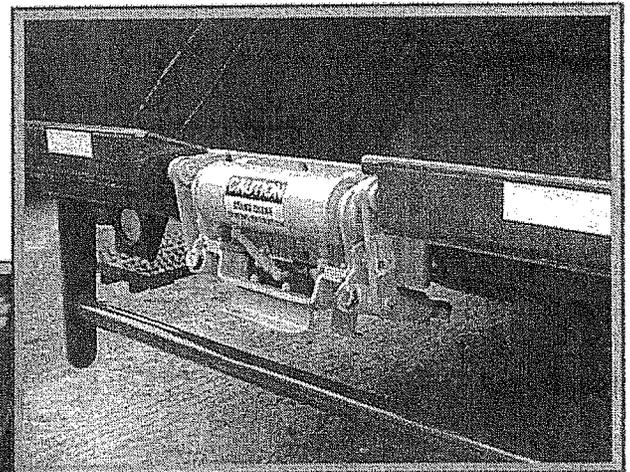
Deep Cart Dumping with Powerful 26k Helical Actuator

Unique "Back-Saving" action grabs carts on various terrains and heights

UHMW upper saddle helps protect carts

Minimal greasing and few moving parts for less maintenance

2-year limited warranty



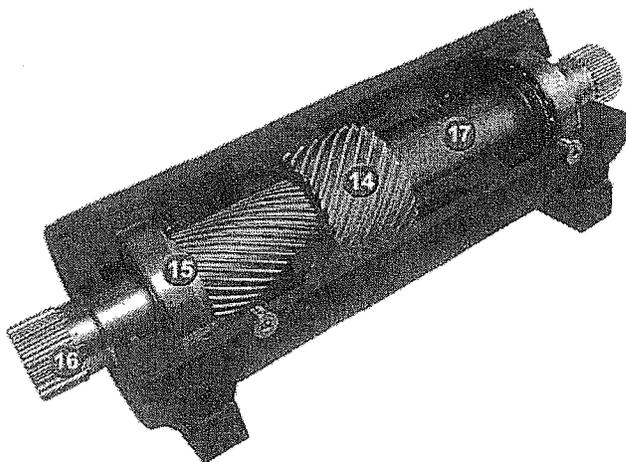
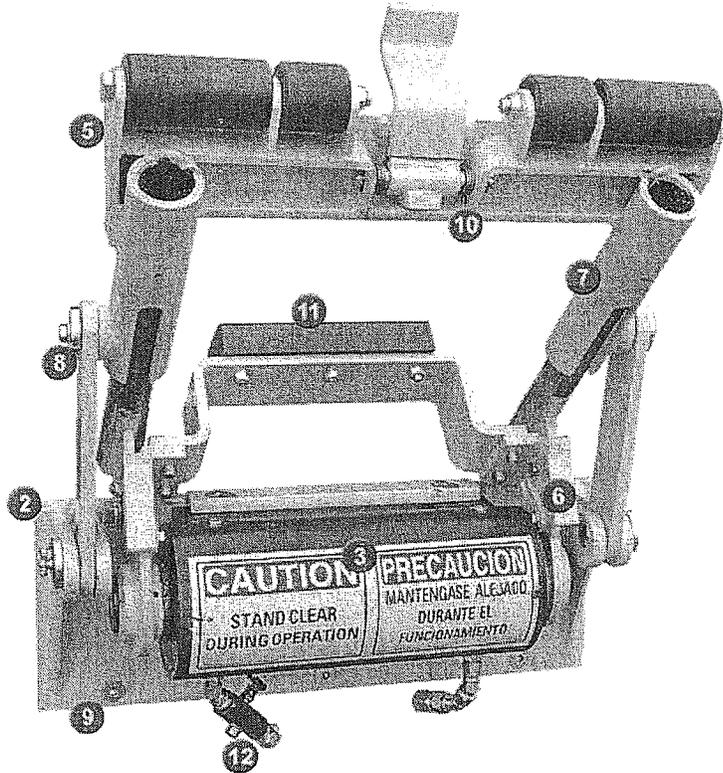
Check out our website!  
[WWW.PERKINSMFG.COM](http://WWW.PERKINSMFG.COM)

Model D6225-26k  
Patent 6,921,239 & 6,929,441 & 6,503,045  
An ISO 9001:2000 Company

Perkins Manufacturing Company  
737 Oakridge Drive  
Romeoville, IL 60446  
Local (708) 482-9500  
Fax (708) 354-5878  
Email: [tuckaway@perkinsmfg.com](mailto:tuckaway@perkinsmfg.com)



## D6225-26k Specifications



- ① Fully compatible to ANSI Type B carts
- ② Mounting height to top of plate:  
Low as 38 1/2", up to 41"
- ③ 1,650 PSI required for 400lb load
- ④ 6-8 second cycle time @ 3 GPM
- ⑤ 45 degree dump angle
- ⑥ BreakAway feature reduces damage in  
the event of a collision.
- ⑦ Safety Yellow powder-coated finish
- ⑧ Fiberglide bearings at pivot points
- ⑨ Easy bolt-on/off mounting plate offered  
at no charge, upon customer request
- ⑩ Spring-loaded lower latch
- ⑪ UHMW upper saddle & rollers
- ⑫ Adjustable flow control valve
- ⑬ 2 year limited warranty
- ⑭ Actuator produces 26k ft/lb of torque  
at 3,000 PSI
- ⑮ Internal roller bearings at each end  
for smooth operation
- ⑯ Shaft ends/matching hubs feature gear  
splines, not keyways, for superior  
torque transmission with low part stress
- ⑰ Extra-thick shaft handles heavy loads

Specifications are subject to change without notice.

**McNeilus**  
Street Smart. Street Tough.

# M5™ 11 YARD REAR LOADER

Nimble. There and gone before you know it. The M5 11 yard from McNeilus. We've taken all the legendary characteristics of our larger rear loaders and redesigned them into a package haulers can use to maneuver through the tight spots and twisty turns of the most exclusive communities — and to do it discreetly. The M5 11 yard is all McNeilus, designed for years of trouble-free service, with standard features like our quick-change slide shoe and Pack-on-the-go hydraulics. Pick, pack, and dump with the McNeilus M5 11 yard.



*No CAL required*

*Atleycat*

# M5 II YARD REAR LOADER

**McNeilus**  
Street Smart. Street Tough.

## BODY SPECIFICATIONS

- Floor: 10-gauge GRD 50
- Roof: 10-gauge GRD 50
- Side Walls: 10-gauge GRD 50

## TAILGATE AND HOPPER

- Hopper Floor: 1/4" AR200
- Quick-change UHMW polyethylene slide shoes

## PACKER

- Slide Face Plate: 8-gauge A607 GRD 50
- Sweep Face Plate: 1/4" AR400

## HYDRAULICS

- Pump Make/Model: Parker P350 or P75 with Pack-on-the-go flow control system
- Control Valves: Parker VA35 with Smart-Pak
- Oil Reservoir: 40 gallons
- Filter: Parker 40 CN, 100 mesh suction strainer

## CYLINDERS

- Ejector: 5-1/4" bore x 3-3/4" rod x 63-1/4" stroke
- Slide: 3-3/4" bore x 2-1/4" rod x 33-1/2" stroke
- Sweep: 3-1/4" bore x 2-1/4" rod x 21-3/8" stroke
- Tailgate: 3" bore x 2" rod x 20-7/8" stroke

## PERFORMANCE

- Pack and Sweep Cycle: 14 - 16 seconds
- Compaction: 500 - 600 pounds per yard (depending on refuse density)

## HARDWARE

- Weather Pak and Deutsch connectors
- Aeroquip hoses and fittings
- Hydra-Zorb™ and Stauff clamps

## PAINTING

- Packer steel shot-blasted prior to priming with Akzo Coating's high-solids epoxy primer and acrylic urethane

## OTHER OPTIONS AVAILABLE

- Hopper work lights
- Strobe light
- Camera-assist lights
- Peterson smart lights
- Clear coat
- Fire extinguisher/bracket
- Auxiliary axles (call for application)
- Camera systems — single, dual and triple
- Mud flaps — front and/or rear
- Decals (call for pricing)
- Plastic shovel
- Toolbox
- Cart tipper
- Container tipper (kick bar)
- Drum winch
- Broom and shovel holder





**Prepared For:**

DPP - MTM PM5B - 210, 1489  
CTY RD 34 EAST  
DODGE CENTER, MN 55927  
(507) 374-6321

**Presented By:**

NUSS TRUCK GROUP INC.  
6500 US HWY 63 S; PO BOX 6699  
ROCHESTER, MN 55903-6699  
(507) 288-9488  
rnuss@nussgrp.com

Page 1

Oct 10, 2009  
2010 MRU613  
Ref#: AECD026010B

**Description**

**ORDER/CUSTOMER/VEHICLE INFORMATION**

INITIAL REGISTRATION LOCATION, UNITED STATES, MINNESOTA  
IDLE EMISSION CERTIFICATION, IDLE EMISSION CERTIFICATION - CARB 08  
TYPE OF SERVICE, COMMERCIAL  
VEHICLE APPLICATION CLASS, HEAVY VOCATIONAL - Unlimited operation on concrete, asphalt, or maintained gravel/packed dirt with a maximum 3% grade; limited operation on unmaintained surfaces with maximum 5% grade; limited operation on concrete, asphalt, or maintained gravel/packed dirt with maximum 10% grade. (3 AXLES) 78,000 lbs (35,281 kg) MAX GVW. (4 AXLES) 80,000 lbs (36,288 kg) MAX GVW.  
CARRIER APPLICATION, WITH CRD92-93 (except 3.86 ratio) or CRD112-113, Unlimited miles on max 3% grade roads (max 15% miles on max 10% grade or max 10% on max 5% grade). 80000# (36287 kg) MAX GCW. (Carrier Code USA-V1)  
VEHICLE TYPE, STRAIGHT TRUCK WITHOUT TRAILER  
VEHICLE USE AND BODY/TRAILER TYPE, REFUSE, FRONT LOADER On/Off Hwy  
COMMODITIES, REFUSE  
FILE STATUS, SOLD ORDER  
PRICE BOOK LEVEL, 2010B PRICE BOOK LEVEL  
PRODUCT TYPE, PRODUCT TYPE OM64R  
PRODUCT CLASS, PRODUCT CLASS 29

**BVS/WHEELBASE/PLATFORM**

CHASSIS (BASE MODEL), MRU603 6-WHEEL TRUCK  
FRAME RAILS, 13.25" x 3.25" x .3125" (337 x 83 x 8mm ) STEEL Combined rating w/inside channel reinforcement Section Modulus 26.06 cu in/RBM 3,127,200 in lbs per rail.  
WHEELBASE, 210" (5334 mm) WB 207" CA (5258 mm)  
PLATFORM, 297" LP (7544 mm) 90" AF (2286 mm) USED WITH 210" WB  
FRAME REINFORCEMENT - INSIDE, 1/4" STEEL CHANNEL

**ENGINE/TRANSMISSION/CLUTCH**

ENGINE, MACK MP7-325M 325 HP @1500-1900 RPM (PEAK) 1200 LB FT. MAX TORQUE @ 1100-1300 RPM  
TRANSMISSION, 6 SPEED AUTOMATIC, ALLISON 4500-RDS-6 (4.70/0.67) RUGGED DUTY SERIES GEN 4 INCLUDES DIRECT MOUNT OIL COOLER, INTERNAL FILTER, AND OIL LEVEL SENSOR.  
CLUTCH, OMIT CLUTCH

**ENGINE EQUIPMENT**

AIR COMPRESSOR, MERITOR/WABCO 636 (37.4 CFM)  
AIR CLEANER, 15" (381 mm) DIAMETER BEHIND CAB W/SNORKEL, SINGLE ELEMENT DRY TYPE  
ALTERNATOR, DELCO 12V 145A (24SI)  
BATTERIES, (3) MACK 12V 650/1950 CCA THREADED STUD TYPE  
TO -34 DEGREES F (-37 DEGREES C)  
MACK COOLANT CONDITIONER  
COOLING PERFORMANCE, W/O AUXILIARY COOLING  
DIESEL PARTICULATE FILTER, DIESEL PARTICULATE FILTER VERTICAL RH SIDE BACK OF CAB OUTBOARD  
EXHAUST AFTER-TREATMENT SYSTEM, EXHAUST AFTER-TREATMENT SYSTEM DIESEL PARTIC FILTER CERAMIC NON CATALYZED  
DPF REGENERATION CONTROL, AUTO IN MOTION, MAN. STATIONARY MAN. INHIBIT

**Description**

DPF SMART SWITCH, LOCKING INHIBIT DPF REGENERATION SWITCH  
ENGINE BRAKE, MACK POWERLEASH  
ENGINE HOSES AND TUBING, SILICONE (DOES NOT INCLUDE HEATER & RADIATOR HOSES)  
EXHAUST, DPF, OUTBOARD, SINGLE (R/S) VERTICAL STRAIGHT EXHAUST STACK PLAIN END, SIDE OUTLET DIFFUSER  
FAN DRIVE, BEHR FAN AND ELECTRONIC MODULATING FAN DRIVE  
FLYWHEEL HOUSING, ALUMINUM  
FUEL-WATER SEPARATOR, MACK W/MANUAL DRAIN VALVE (INTEGRAL W/PRIMARY FUEL FILTER)  
TURBOCHARGER HEAT SHIELD  
HOSES - RADIATOR/HEATER, SILICONE  
OIL PAN HEATER, 120V, 1500W BLOCK HEATER W/150W, OIL PAN HEATER WIRED TO SAME RECEPTICAL  
ELECTRIC PREHEATER  
STARTER, 12 VOLT GEAR REDUCTION STARTER  
ELECTRONIC STARTER INTERLOCK

**CLUTCH/TRANS EQUIPMENT/DRIVELINES**

TRANSMISSION BELL HOUSING, ALUMINUM  
FURNISH FOR ALLISON TRANSMISSION W/DIRECT MOUNT COOLER W/US '07 ENGINES  
SYNTHETIC LUBRICANT - TRANSMISSION, TRANSYND SYNTHETIC LUBE FOR ALLISON TRANS  
VOCATIONAL PACKAGE - ALLISON, ALLISON VOCATIONAL PKG. #105142 RUGGED DUTY SERIES (RDS)-REFUSE (AG) -  
ONE SELECTOR  
DRIVELINE - MAIN, SPICER 1760 W/COATED SPLINES  
DRIVELINE - INTERAXLE, SPICER 1710 HD W/COATED SPLINES

**CAB (A thru G)**

AIR CONDITIONING, MACK INTEGRAL W/HEATER (COMBO HEATER/AIR CONDITONER UNIT) W/R134a REFRIGERANT  
AIR CONDITIONING COMPRESSOR, SANDEN ROTARY  
AIR RESTRICTION MONITOR (INTAKE), GRADUATED LOCK-UP TYPE (W/MEMORY) DASH MOUNTED HOLDS READING  
AFTER ENGINE SHUTDOWN  
ANTISCUFF CAB ENTRY, DRIVER SIDE  
ASH TRAY, (1) W/HINGED COVER (LOCATED ON TOP OF CONSOLE)  
CAB, CA531 LOW-PROFILE COE (WELDED STEEL GALVANIZED SHELL) INCLUDES MACK RUST PREVENTATIVE  
PROCEDURES  
CAB MOUNTING, FOUR POINT FIXED TYPE  
CAB LIFT/TILT, PUMP MOUNTED ON RH FENDER BRACKET  
CERTIFIED WEIGHT  
CIGAR LIGHTER ON INSTRUMENT PANEL  
COAT HOOK (1)  
ENGINE RUNNING ACTIVATED  
MC DOORS, LH & RH (ROLL-UP WINDOWS)  
ENGINE SHUTOFF, KEY TYPE  
FENDERS, POLYUREA FOR CHASSIS AND CAB SECTIONS  
FLOOR COVERING, RUBBER MATS W/CLOSED CELL VINYL NITRILE FOAM BACKING  
GAUGE, DUAL AIR PRESSURE  
GAUGE, VOLTMETER  
GAUGE, ENGINE COOLANT TEMPERATURE

**Description**

GAUGE, ENGINE OIL PRESSURE  
GAUGE, FUEL LEVEL  
GAUGES, ENGLISH DISPLAY  
GAUGE, SPEEDOMETER W/TRIP ODOMETER (ELECTRONIC 1% ACCURACY)  
GAUGE, TACHOMETER  
TRANSMISSION OIL HIGH TEMPERATURE W/LIGHT  
GEAR SHIFT, NEUTRAL TO RANGE INHIBIT  
GLASS - CAB WINDOW, SAFETY TINTED WINDSHIELD SIDE AND REAR WINDOWS  
EXTERIOR GRAB HANDLES, ALUMINUM, RH & LH, BEHIND DOOR AND INTERIOR RH AND LH ON WINDSHIELD POST  
GRILLE, STANDARD FINISH

**CAB (H thru R)**

HORN - AIR, (1) TWIN TRUMPET (MOUNTED UNDER CAB)  
HORN - ELECTRIC, SINGLE TONE  
IDENTIFICATION/CLEARANCE LIGHTS, (7) MARKER AND CLEARANCE  
INSTRUMENT PANEL, TMC RECOMMENDED TYPE (PAINTED SILVER GRAY)  
INTERIOR TRIM  
CHASSIS KEYED AT RANDOM - 2 KEYS  
LOW AIR PRESSURE INDICATOR LIGHT AND BUZZER  
MIRRORS - EXTERIOR, WEST COAST, RH & LH BRIGHT FINISH MACK BULLDOG HEATED W/STAINLESS STEEL ARMS  
AND BRACKETS  
MIRRORS - CONVEX TYPE, BRIGHT FINISH, LH & RH 8.9" DIA; MOUNTED BELOW WEST COAST MIRROR  
MUD FLAPS, 24" FRONT FENDER MOUNTED  
FORWARD OVERHEAD STORAGE, (2) RADIO SHELF, DRIVER SIDE  
PARKING BRAKE CONTROL W/WARNING LIGHT  
AM/FM STEREO CD W/WEATHERBAND  
RADIO ANTENNA, CH STYLE COWL MOUNTED ON LH SIDE  
FURNISH IN OVERHEAD CONSOLE  
RADIO SHUTOFF, AUTO SHUTOFF FOR RADIO ENTERTAINMENT SYSTEM WHEN VEHICLE IS ENGAGED IN REVERSE  
REAR WINDOW (FIXED TYPE)

**CAB (S thru Z)**

SEAT - DRIVER, AIR-BOSTROM TALLADEGA 905L (MID-BACK) WITH BLACK DUPONT COVERING  
SEAT - RIDER, MACK FIXED (MID-BACK) W/BLACK DUPONT COVERING  
SEAT COVERING, ALL CLOTH  
SEAT BELTS (ORANGE)/RETRACTORS, LAP AND SHOULDER FOR DRIVER AND RIDER SEAT  
DRIVER'S AND RIDER'S SEAT  
SIDE MARKERS, LAMPS AND REFLECTORS TO MEET OR EXCEED FEDERAL REGULATIONS  
STARTER SWITCH, KEY TYPE  
STEERING COLUMN, FIXED  
STEERING WHEEL, TWO SPOKE URETHANE GRIP PAINTED SPOKES & BULLDOG HORN CAP  
SUN VISOR - INTERIOR, BOTH SIDES  
TURN SIGNALS, FRONT  
TURN SIGNAL SWITCH, MANUAL CANCELING SWITCH  
W/S CORNER WIND DEFLECTOR, WINDSHIELD CORNER

**Description**

WINDSHIELD PROTECTOR, FURNISH  
WINDSHIELD WASHERS, ELECTRIC, WIPER MOUNTED W/7 QT (6.6 L) RESERVOIR  
WINDSHIELD WIPERS, 2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE

**FRAME EQUIPMENT/FUEL TANKS**

BUMPER - FRONT, SWEEP BACK STEEL CHANNEL TYPE EXTENDED 63"/1600 mm BBC W/CENTER TOW PIN (92.62" x 11.25")  
CROSSMEMBERS, STEEL 1/2" PL BOLTED BOC & INTERMDT 1/8" BELOW TOP OF RAIL,  
CROSSMEMBER (BEHIND REAR AXLE), WEB CHANNEL TYPE  
10" FRONT FRAME EXTENSION FOR REFUSE SERVICE  
SKID PLATE UNDER BUMPER AND RADIATOR  
TOWING DEVICE - FRONT, TOW PIN  
FUEL TANK - RH, 80 GALLON 24" DIAMETER STEEL  
FUEL LINES, AEROQUIP FIRE RESISTANT HOSE  
RELOCATE FUEL TANK, LOCATE RH TANK AS FAR FORWARD AS POSSIBLE, 5" BELOW TOP OF RAIL

**FRONT AXLE/EQUIPMENT/TIRES**

FRONT AXLES, 20000# (9072kg) MACK FXL20 WIDE PIVOT CENTER  
TIRES BRAND/TYPE - FRONT, BRIDGESTONE - TUBELESS RADIAL PLY, (2) 315/80R22.5 20 L M860 (ALL POS)  
WHEELS - FRONT, STEEL DISC (10-HOLE)  
(2) 22.5x9.0 (228 mm) HAYES LEMMERZ 10-HOLE HUB PILOTED (11 1/4"/286mm BC)(FIVE HAND HOLE)(5.25" INSET)  
HUBS - FRONT, FERROUS  
BRAKES - FRONT, MERITOR "S" CAM TYPE 16.5" x 6" Q+  
BRAKE CHAMBER - FRONT, MGM BRAKE CHAMBER  
BRAKE DRUMS - FRONT, CAST OUTBOARD MOUNTED  
DUST SHIELDS - FRONT BRAKE, FURNISH  
SLACK ADJUSTERS - FRONT, GUNITE 2000 - AUTOMATIC  
SPRINGS - FRONT, MACK MULTILEAF 20000# (9072kg) GROUND LOAD RATING  
STATIC LOAD CUSHIONS  
STEERING, 592S SHEPPARD INTEGRAL POWER (20,000# CAP, RATIO 20.1:1)

**REAR AXLE/EQUIPMENT/TIRES/RATIOS**

REAR AXLE/SUSPENSION, 46000# (20866kg) MACK S462 CAST DUCTILE IRON HOUSING, SS462 MACK MULTILEAF (CAMELBACK) 46000#  
TIRES BRAND/TYPE - REAR, BRIDGESTONE - TUBELESS RADIAL PLY, (8) 11R22.5 14 G M711 (TRACTION)  
CARRIER/RATIO - REAR AXLE, MACK MALLEABLE CRDPC92/CRD93, 5.02 RATIO  
WHEELS - REAR, 22.5 X 8.25 HP STEEL DISC WHEELS 5 HAND HOLE HAYES LEMMERZ  
HUBS - REAR, FERROUS  
BRAKES - REAR, MERITOR CAM 16.5"x8" Q+ INCLUDES BRONZE CAM BUSHING  
BRAKE DIAPHRAGMS, NEOPRENE FOR MGM BRAKE CHAMBERS  
BRAKE DRUMS - REAR, CAST OUTBOARD MOUNTED  
DUST SHIELDS - REAR BRAKE, FURNISH  
OIL SEALS, STEMCO (VOYAGER)  
POWER DIVIDER LOCKOUT W/WARNING LIGHT OR BUZZER (INCLUDES IN CAB MANUAL AIR VALVE)  
RAISED REAR BRAKE CHAMBERS (REAR REAR AXLE ONLY)  
SLACK ADJUSTERS - REAR, GUNITE 2000 - AUTOMATIC

**Description**

SUSPENSION - AXLE SPACING, 50" AXLE SPACING (BOGIE WHEELBASE)  
SPRINGS, ANTI-SWAY  
SPRING BRAKE CHAMBERS - QUANTITY, (4) DOUBLE DIAPHRAGM TYPE, MECHANICAL SPRING RELEASE, (2) MOUNTED ON EACH AXLE  
SPRING BRAKE CHAMBERS - VENDOR, MGM MDL TR-T (TAMPER RESISTANT BRAKE CHAMBERS) RECLOCK INLET PORTS TO 2 & 10 O'CLOCK POSITIONS  
SPRING BRAKE CHAMBERS, TYPE 30/30 REAR  
TRANSVERSE TORQUE ROD (REAR AXLE ONLY)  
BRONZE TRUNNION BUSHING

**AIR/BRAKE**

AIR LINES (CHASSIS), W/O ALL HOSE CHASSIS (STD AIR PIPING)  
AIR BRAKE SYSTEM, DUAL  
AIR CONTROL VALVES - VENDOR, BENDIX SWITCHES AND VALVES WHERE POSSIBLE  
AIR DRYER, MERITOR/WABCO HEATED AIR DRYER, SS TWIN W/COALESCING OIL FILTER  
AIR RESERVOIRS, STEEL (5100 CUBIC INCH CAPACITY - ONE SUPPLY (WET) TANK AND ONE DUAL COMPARTMENT PRIMARY/SECONDARY TANK)  
ANTI-LOCK BRAKE SYSTEM, BENDIX ABS

**ELECTRICAL**

BATTERY BOX(ES), STEEL BASE  
BATTERY BOX COVERS, MOLDED PLASTIC  
BATTERY BOX - MOUNTING, SINGLE BOX (3) BATTERY MAX PERP. TO FRAME 11" FROM NTOF  
FLAMING RIVER BIG SWITCH WIRED ON POSITIVE SIDE INCLUDES LOCK-OUT TAB  
BATTERY SWITCH WARNING LIGHT, WIRED THRU OUTER MARKER LIGHTS  
COMPUTER AND 2-WAY RADIO DEDICATED CIRCUIT  
ELECTRIC CIRCUIT PROTECTION PACKAGE, 12 VOLT W/CIRCUIT BREAKERS (HEADLAMP CIRCUIT: SAE TYPE I; ALL OTHER CIRCUITS SAE TYPE II) NEGATIVE GROUND SYSTEM  
WATERPROOF ELECTRICAL CONNECTIONS SPRAYED W/PROTECTIVE COATING  
CONTROL LINK  
HEADLIGHTS, (2) SINGLE ROUND HALOGEN LAMPS  
REAR LIGHTING, FURNISH STANDARD TAIL-LIGHTS  
SIGNAL FLASHER TYPE, TRANSISTORIZED TURN SIGNAL, FEDERAL MOGUL #250

**PAINT**

PAINT - CAB EXTERIOR, SINGLE COLOR, Dupont MTM white [PPG: N0006]  
PAINT - CAB, URETHANE BASE COAT W/O CLEAR COAT  
PAINT - CHASSIS RUNNING GEAR, MACK BLACK (URETHANE)  
PAINT - FRONT SPOKE WHEELS, WITHOUT OPTIONAL SPOKE WHEEL PAINT  
WITHOUT OPTIONAL SPOKE WHEEL PAINT  
FRONT WHEELS PRE-FINISHED WHITE  
REAR WHEELS PRE-FINISHED WHITE

**PTO/SPECIALTY/ADDITIONAL EQUIPMENT**

PTO - CRANKSHAFT ADAPTER, 1350 SERIES FLANGE FOR FRONT END MIXER OR REFUSE PTO DRIVE (DOES NOT INCLUDE FRONT FRAME EXTENSION)  
PTO - REAR ENGINE (REPTO), WITHOUT REAR ENGINE POWER TAKE OFF

**Description**

HYDRAULIC PUMP, FURNISH PUMP MTG PROVISIONS - INCLUDE WIRING, SWITCHES, AND INDICATORS AS REQUIRED

TORQUE CONVERTER TC541

U MODEL FLEET

DPP MTM

ELECT. TRANS. OIL LEVEL SENSOR (NOT SPECIFIED ON ORDER)

**V-MAC IV PROGRAMMABLE PARAMETERS**

CRUISE CONTROL MAX SET SPEED (MPH) 65 mph

CRUISE CONTROL MIN SET SPEED (MPH) 20 mph

CRUISE CONTROL AUTORESUME W/CLUTCH Furnish

CRUISE'N BRAKE ENGAGEMENT DELAY (MPH) 3 mph

ENGINE OVERSPEED COMPANY LIMIT (RPM) 2200 rpm

FUELED ENGINE OVERSPEED COMPANY LIMIT (RPM) 2100 rpm

VEHICLE OVERSPEED COMPANY LIMIT (MPH) 75 mph

FUELED VEHICLE OVERSPEED COMPANY LIMIT (MPH) 70 mph

IDLE LOGGING DELAY (MIN) 2

PERIODIC TRIP TYPE Monthly Trip Summary

PERIODIC TRIP HOUR OF DAY 0 (disable)

PERIODIC TRIP DAY OF WEEK 0 (disable)

PERIODIC TRIP DAY OF MONTH 1

EHT MAX ENGINE SET SPEED (RPM)

2100 rpm

EHT MIN ENGINE SET SPEED (RPM) 500 rpm

EHT VEHICLE SPEED RANGE LIMIT (MPH) 10 mph

EHT RAMP RATE (RPM/Sec)

EHT SINGLE SPEED CONTROL ACTIVATION Omit

EHT SINGLE SPEED CONTROL SET SPEED (RPM) 1000 rpm

EHT JUMP-TO-MIN SET SPEED Omit

ENGINE PROTECTION - OIL PRESSURE SHUTDOWN Furnish

ENGINE PROTECTION - COOLANT LEVEL SHUTDOWN Omit

ENGINE PROTECTION - COOLANT TEMP SHUTDOWN Furnish

ENGINE PROTECTION - ENGINE OIL TEMP SHUTDOWN Furnish

ENGINE PROTECTION TRANS OIL TEMP SHUTDOWN Furnish

ALLOW FAN OVERRIDE WHEN MOVING Furnish

FAN OVERRIDE TIME WHEN MOVING (MIN) 1

ALLOW FAN OVERRIDE WHEN PARKED Omit

FAN ACTIVATION WITH PTO Omit

AIR CONDITIONING OVERRIDE TIME (SEC) 60

GOVERNOR TYPE Min-Max Governor

ENGINE HIGH IDLE SPEED IN UPPER GEARS 2100

ENGINE LOW IDLE SET SPEED (RPM) 650 rpm

DRIVER LOW IDLE ADJUST FEATURE ACTIVATION Omit

SMART IDLE FEATURE ACTIVATION Omit

SMART IDLE ELEVATED IDLE RPM TIME (MINS) 10

**Description**

IDLE COOLDOWN FEATURE ACTIVATION Omit  
IDLE SHUTDOWN FEATURE ACTIVATION Omit  
IDLE SHUTDOWN TIME (MINS) 10  
IDLE SHUTDOWN WARNING TIME (SECS) 30  
IDLE SHUTDOWN WARM-UP TEMPERATURE (DEG F) 100  
IDLE SHUTDOWN WARM-UP TIMER (MINS) 5  
IDLE S/D OVERRIDE W/EHT Omit  
IDLE S/D OVERRIDE W/PTO Furnish  
IDLE S/D OVERRIDE W/ENGINE LOAD Furnish  
MAINTENANCE MONITOR FEATURE ACTIVATION Furnish  
MAINTENANCE MONITOR OEM DEFAULT INTERVALS MP Highway  
MAINTENANCE DUE WARNING PERCENT 90  
PTO 1 MAX ENGINE SET SPEED (RPM) 2100 rpm  
PTO 1 MIN ENGINE SET SPEED (RPM) 600 rpm  
PTO 1 VEHICLE SPEED RANGE LIMIT (MPH) 10 mph  
PTO 1 RAMP RATE (RPM/Sec) 100  
PTO 1 SINGLE SPEED CONTROL ACTIVATION Omit  
PTO 1 SINGLE SPEED CONTROL SET SPEED (RPM) 1000 rpm  
PTO 1 SINGLE SPEED CONTROL AUTOSET Omit  
PTO 1 JUMP-TO-MIN SET SPEED Omit  
PTO 1 VEHICLE LIMITING SPEED (MPH) 85 mph  
PTO 2 MAX ENGINE SET SPEED (RPM) 2100 rpm  
PTO 2 MIN ENGINE SET SPEED (RPM) 600 rpm  
PTO 2 VEHICLE SPEED RANGE LIMIT (MPH) 10 mph  
PTO 2 RAMP RATE (RPM/Sec) 100  
PTO 2 SINGLE SPEED CONTROL ACTIVATION Omit  
PTO 2 SINGLE SPEED CONTROL SET SPEED (RPM) 1000 rpm  
PTO 2 SINGLE SPEED CONTROL AUTOSET Omit  
PTO 2 JUMP-TO-MIN SET SPEED Omit  
PTO 2 VEHICLE LIMITING SPEED (MPH) 85 mph  
SPEED SENSOR TAMPER DETECTION SYSTEM ACTIVATION Omit  
SPEED SENSOR TAMPER DETECTION TORQUE LIMIT (%) 50  
CUSTOMER VEHICLE LIMITING SPEED (MPH) 65 mph  
LGVLs FEATURE ACTIVATION Omit  
LOWER GEAR VEHICLE LIMITING SPEED (MPH) 65 mph

**DEALER INFORMATION**

ENGINE WARRANTY, 2YR/250,000 MILES ENGINE WARRANTY  
MANUALS, PEDIGREED PROTECTION PLAN TECH. SERVICE MANUAL PROVIDED  
PILOT INSPECTION, WITHOUT PILOT INSPECTION  
PREP FOR DELIVERY  
ALLISON EDGE TRANSMISSION PROMOTION  
2011 MODEL YEAR AND FRT SURCHARGE  
FP

Description

STANDARD SHIPPING INSTRUCTIONS

MARKETING PROMOTION, ALLISON EDGE TRANSMISSION PROMOTION

PERFORMANCE/GRAPHICS/TECH DATA

AMBIENT TEMPERATURE, 77F (25.0C)

BACK OF CAB INTERFERENCES, VERTICAL EXHAUST, 22" (559mm) FROM BACK OF CAB

BULLDOG PROTECTION PLANS

FACTORY OPTIONS SUBJECT TO CHANGE WITH THE  
AVAILABILITY OF VENDOR COMPONENTS



# CHASSIS SPECIFICATIONS SUMMARY

October 10, 2009

## 2010 MACK MRU613

REFUSE, FRONT LOADER On/Off Hwy  
STRAIGHT TRUCK WITHOUT TRAILER

<b>Engine</b>	MACK MP7-325M 325HP	<b>Transmission</b>	4500-RDS-6
		<b>Clutch</b>	OMIT CLUTCH
<b>Front Axle</b>	20,000# FXL20	<b>Rear Axle</b>	46,000# S462 Ratio 5.02
<b>Suspension</b>	20,000#	<b>Suspension</b>	46,000# SS462
<b>Tires</b>	Front: 315/80R22.5 Rear: 11R22.5	<b>Wheels</b>	22.5x9.0 STEEL DISC (10-HOLE) HP DISC
<b>Ratings</b>	GVW: 66,000#	<b>Fuel Tanks</b>	RH: 80gal
<b>Fifth Wheel</b>		<b>Sleeper</b>	

2011 MODEL YEAR MRU613 PM5B - 210"WB; DUP. GSO 546661  
SPEC NOW INCLUDES STATIC LOAD CUSHIONS - FRONT AXLE  
NEW GSO 55632. THERE ARE (20) VINS 6946/6965 IN 1ST QT

ALLISON EDGE MAINTENANCE DISCOUNT EFFECTIVE 1/1/09  
STD ENGINE WARRANTY 2 YRS/250,000 MIL  
PLEASE REVIEW ALL SPECS FOR ACCURACY

**Total Quantity:** 20

**Estimated Total Weight:** 18,408#

**Reference#:** AECD026010B

X \_\_\_\_\_  
**Customer Signature**    **Date**  
 Prepared For:  
 DPP - MTM PM5B - 210, 1489  
 CTY RD 34 EAST  
 DODGE CENTER, MN 55927  
 Phone: 507-374-6321  
 Fax: --

X \_\_\_\_\_  
**Dealer Signature**    **Date**  
 Presented By:  
 Bob Nuss  
 NUSS TRUCK GROUP INC.  
 6500 US HWY 63 S; PO BOX 6699  
 ROCHESTER, MN 55903-6699  
 (507) 288-9488  
 nuss@nussgrp.com



**WARRANTY COVERAGES AND LIMITATIONS: All Coverage is 100% Parts and Labor**

VEHICLE APPLICATION: HEAVY DUTY (STARTING MODEL YEAR 2010) US07 EMISSIONS - VOCATIONAL, ON/OFF HIGHWAY/HEAVY (C)				
	Hours	Months	Miles	Kilometers
<b>SCHEDULE 1. BASIC VEHICLE</b>	---	12	100,000	161 000
Roadside Assistance and Towing for warrantable failures	---	12	100,000	161 000
Brake Drums are covered for 12 months or 25,000 miles/40 000 kilometers only.				
<b>SCHEDULE 2. MACK DIESEL ENGINE</b>				
Standard Warranty:	6,250	24	250,000	402 500
Standard Warranty Includes: Roadside Assistance and Towing on warrantable engine failures.	6,250	24	250,000	402 500
Major Components:				
Block Stiffener (Ladder Frame)				
Camshaft Forging				
Camshaft Caps & Bolts				
Connecting Rod & Cap Forging				
Coolant Pump Housing				
Crankshaft Forging				
Cylinder Block Casting				
Cylinder Head Casting & Bolts				
Engine Gears (Rear Mounted)				
Exhaust Manifold Casting				
Flywheel Housing				
Intake Manifold Casting				
Main Bearing Bolts & Caps				
Oil Pump Drive & Driven Gears				
Thermostat Housing				
Timing Gear Cover & Mounting Plate				
	12,500	60	500,000	805 000
** Major Component Warranty Includes: Roadside Assistance and Towing on warrantable engine failures	6,250	24	250,000	402 500
Components not manufactured by Mack Trucks, Inc., but used on MACK diesel engine assemblies are included in the coverage in Schedule 2. Coverage also applies to consumables such as lubricant, antifreeze, filter elements, belts, hoses and similar maintenance items not reusable and replaced directly as a result of a warrantable engine failure.				
<b>SCHEDULE 3. MACK T300 and TM300 TRANSMISSIONS</b>	---	36	400,000	644 000
** Roadside Assistance and Towing on warrantable Mack transmission failures	---	12	100,000	161 000
<b>SCHEDULE 4. DPF SYSTEM COMPONENTS (OEM WARRANTY)</b>	6,250	24	250,000	402 500
<b>DPF SYSTEM COMPONENTS (EMISSION WARRANTY)</b>	3,250	60	100,000	161 000
Roadside Assistance and Towing on warrantable Mack I SHIFT transmission failures	6,250	24	250,000	402 500
<b>SCHEDULE 5. MACK CARRIER / AXLE HOUSING / FRONT BEAM</b>				
Rear Carriers and Housings	---	36	300,000	483 000
Front I-Beam	---	36	300,000	483 000
Rear Carrier Seals, Gaskets	---	12	100,000	161 000
S65 Bogie and Carrier, Regardless of Carrier Model	---	12	100,000	161 000
** Roadside Assistance and Towing on warrantable Mack carrier failures	---	12	100,000	161 000
<b>SCHEDULE 6. Trunnion Bracket and Spindle, Suspension Trunnion (except Bushings).</b>	---	36	300,000	483 000
** Roadside Assistance and Towing on warrantable failures	---	12	100,000	161 000
<b>SCHEDULE 7. FRAMES: SIDE RAILS AND CROSSMEMBERS</b>	---	36	300,000	483 000
** Roadside Assistance and Towing on warrantable failures	---	12	100,000	161 000
<b>SCHEDULE 8. CAB STRUCTURE</b>	---	24	200,000	322 000
<b>SCHEDULE 9. CAB CORROSION</b>	---	60	500,000	805 000
Coverage applies to perforation (an actual hole in the cab panel) due to corrosion. Coverage does not apply to corrosion caused by damage to paint finish.				
<b>SCHEDULE 10. Components not manufactured by Mack Trucks, Inc. may have warranty coverage different from above as they are covered by the manufacturer's warranty. Consult your local MACK sales facility for details.</b>				

\*\* Roadside Assistance and Towing coverage does not apply to vendor engines, transmissions and axles.



DPP - MTM PM5B - 210, 1489  
 CTY RD 34 EAST  
 DODGE CENTER, MN 55927

October 10, 2009  
 11A 1.0  
 AECD026010B

PERFORMANCE DATA					UPPER GEAR DATA				
..Engine .....	MACK MP7-325M				<u>Gear</u>	<u>Ratio</u>	<u>% Grade</u>	<u>MPH</u>	<u>RPM</u>
..Max HP .....	325				4	1.00	4.7%	28.7	1200
..Max Torque .....	1200				4	1.00	1.6%	50.2	2100
Transmission .....	4500-RDS-6				5	0.76	3.1%	37.7	1200
Rear Axle .....	S462				5	0.76	0.2%	66.1	2100
..Ratio .....	5.02				6	0.67	2.5%	42.8	1200
.Rear Tire Size .....	11R22.5				6	0.67	-0.5%	74.9	2100
Revolutions per mile .....	500				Level Road 0.0 68.8 1928				
GVW Rating .....	66,000#				Cruise Control				
GCW Rating .....	#				Starting Grade @ 1st Gear: 12.8%				
Road Surface .....	MACADAM/ASPHALT				@ 2nd Gear: 5.5%				
.Altitude .....	1000 ft				Minimum 1.5% grade recommended				
Frontal Height .....	13.0 ft				in top gear at peak torque RPM.				
Frontal Width .....	96.0 in								
Required Grade .....	3%								
Measurement .....	English								
Calculated @ 5.02 Rear Axle Ratio									
Gear #	Transmission Ratios		Gear		Gradeability	RPM After	Operating		
	Reverse	Forward	Reduction	% Split	Start	Shift	Range	MPH	
1	5.55	4.70	23.59		14.2%			10.7	
2		2.21	11.09	112.7	6.1%	987	10.7	22.7	
3		1.53	7.68	44.4	3.7%	1454	22.7	32.8	
4		1.00	5.02	53.0	1.6%	1373	32.8	50.2	
5		0.76	3.82	31.6	0.2%	1596	50.2	66.1	
6		0.67	3.36	13.4	-0.5%	1851	66.1	74.9	
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									

PERFORMANCE DATA IS FOR COMPARATIVE ANALYSIS  
 AND MAY NOT REPRESENT ACTUAL PERFORMANCE.



**Prepared For:**  
DPP - MTM PM5B - 210, 1489  
CTY RD 34 EAST  
DODGE CENTER, MN 55927

**Presented By:**  
NUSS TRUCK GROUP INC.  
6500 US HWY 63 S; PO BOX 6699  
ROCHESTER, MN 55903-6699  
(507) 288-9488  
nuss@nussgrp.com

October 10, 2009  
11A 1.0  
Ref #: AECD026010B

**GVW RATING - 66,000#**

Max Front GAWR	20,000#	Max Rear GAWR	46,000#
Front Axle	20,000#	Rear Axle	46,000#
Front Springs	20,000#	Rear Suspension	46,000#
Front Tires	20,000#	Rear Tires	46,720#
Front Wheels/Rims	20,000#	Rear Wheels/Rims	60,000#



## 25 YARD EXTRA COMPACTION (XC) REAR LOADER

### BODY SPECIFICATIONS

- Floor: 3/16" AR200 (one piece)
- Floor Braces (width): 3/16" GRD 50 high strength Steel (formed channel)
- Floor Braces (length): C8 x 11.5" Channel
- Rear Floor Shelf: 5/16" AR200
- Side Wall, Rear Section: 1/8" AR450
- Side Wall, Front Section: 10 Gauge AR200
- Roof: 10 Gauge AR200
- Front: 3/16" GRD 50 high strength Steel
- Clean Out Door: 23 1/2" x 29 1/2" (located streetside)
- Body Bolsters: 10 Gauge GRD 50 high strength Steel (weldment)

### TAILGATE/HOPPER SPECIFICATIONS

- 3.55 Cubic Yard Tailgate Capacity
- 60" Hopper Opening Height
- 80" Hopper Width
- 55" Hopper Tailgate Seal Height
- Floor: 1/4" AR200
- Hopper Liner: 3/16" AR200
- Wall Supports: 1/4" GRD 50 high strength Steel
- Side Wall, Upper Half: 3/16" GRD 50 high strength Steel
- Side Wall, Lower Half: 1/4" AR200
- Loading Edge: 1/4" GRD 50 high strength Steel
- Tracks: 8 1/2" x 3 1/2" x 1/4"
- Wear Strips: 1/2" x 3" 1044 steel
- Steps: Morton Strut, 9" x 33"

### SLIDE SPECIFICATIONS

- Face: 1/4" GRD 50 high strength Steel
- Side Supports: 3/4" GRD 50 high strength Steel
- Braces: 3/16" GRD 50 high strength Steel
- Slide Shoes: A500 GRD B Rectangular Tubing with 4" x 14" lower and 4" x 21" upper high performance self-lubricating polymer pads

### PACKING PANEL

- Face Plate: 1/4" AR200
- Cylinder Supports: 3/4" GRD 50 high strength Steel
- Braces: 3/8" GRD 50 high strength Steel
- Ribs: 1/2" GRD 50 high strength Steel
- Packing Panel Edge: 3/4" GRD 50 high strength Steel
- Packer Bearing: 4 1/2" ID x 6 1/8" Bronze Bushings

## EJECTOR

- Upper Vertical Face: 11 Gauge GRD 50 high strength Steel
- Lower Sloped Face: 10 Gauge A569 HR Steel
- Braces: C4 x 5.4 Structural Channel
- Slide Blocks: UHMW Plastic (4 pieces per side)
- Track Guides: ¼" GRD 50 high strength Steel
- Gussets: ¼" GRD 50 high strength Steel
- Ejector Cylinder center mounted with a 45 degree welded mount assembly with 1" sides and 3/8" base fully welded to floor of body

## HYDRAULICS

- Pump Make/Model: Commercial Intertech (front mount model: P75, transmission mount model: P365)
- Pump Size: P75—1 ¾", P365—2" x 2"
- Pump Flow: 35 gpm @ 1300 RPM
- Control Valves: Commercial Intertech VA35, MRV Setting—2700 psi
- Oil Reservoir: 50 Gallons
- Filter: Parker 40 CN
- Suction Strainer: 100 mesh stainless steel with magnets

## CYLINDERS

- Ejector Cylinder: 25 yard—7 x 4 stage x 119"  
32 yard—8 x 5 stage x 163"
- Slide Cylinder: 5 ½" bore x 4 ½" cylinder size x 38.62" stroke
- Sweep Cylinder: 5" bore x 4" cylinder size x 25.62" stroke
- Tailgate Cylinder: 3 ½" bore x 3" cylinder size x 42" stroke

## HARDWARE

- Weather Pak Connector—Deutsch Connectors
- Aeroquip Hoses and Fittings
- Hydra-Zorb and Stauff Clamps
- Rear lights, signal lights, and back-up lights are 4" Truk-Lite brand with Bowman brand fasteners

## McNEILUS WARRANTIES

- Cylinders: 5 year limited warranty from date of delivery
- Hydraulic Pump and Valves: 2 years from date of delivery
- Packer Unit: 6 Months from date of delivery

## PAINTING

- Packer and components steel shot blasted prior to priming with high solids epoxy primer. Finish Coat Akzo Coating's Sikkens high solids acrylic urethane. Solid white standard.



# EXPERT<sup>(t)</sup> 2000™

C.N. Wood Co., Inc.  
200 Merrimac Street  
Woburn, MA 01801  
(781) 835-1919  
www.cn-wood.com

## THE MOST POPULAR SIDE LOADER ON THE MARKET!



### Side-loader collection. "Leadership" by Labrie.

The EXPERT<sup>(t)</sup> 2000™ is a dropframe, side loading unit perfectly adapted for manual or semi-automated refuse or recycling collection operations.



### Safe. Lower the cost of compensation.

The EXPERT<sup>(t)</sup> 2000™ contributes to reduce the cost of compensation from injuries or even death by keeping the operator out of a danger zone like the rear of a truck, and the height of the loading reduces the number of back injuries.



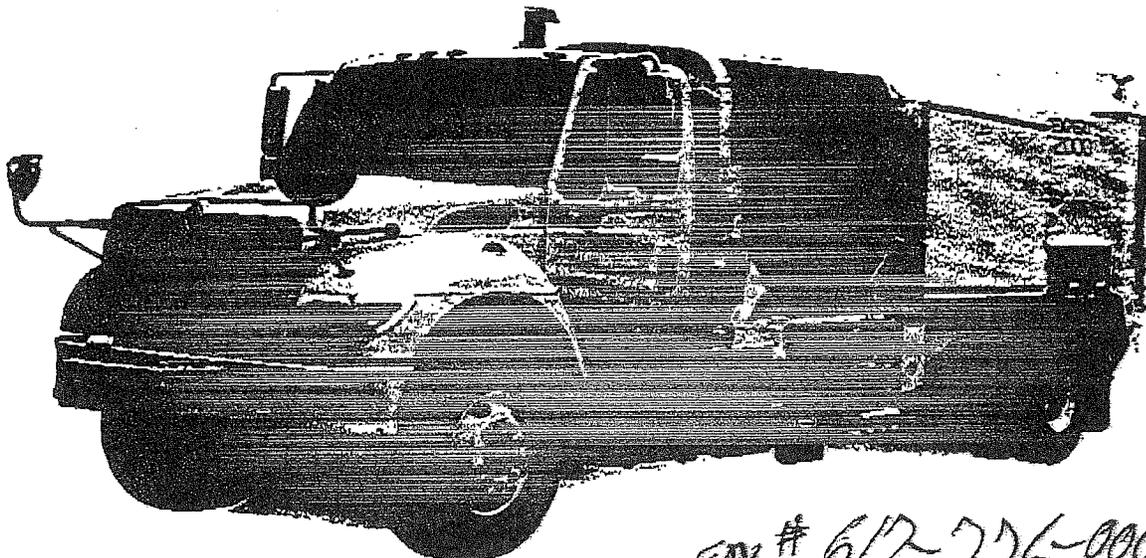
### Versatile. Optimized unit ownership.

The EXPERT<sup>(t)</sup> 2000™ is one of the most versatile units available on the market. Any municipality or private hauler that needs to pick up bags curbside or streetside will find a version to fulfill their needs. Single stream and co-mingle versions are available in different configurations or sizes.



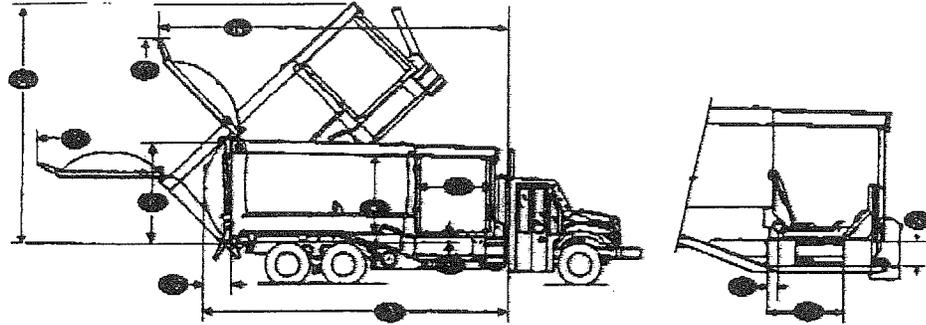
### Short walking distance. Maximum efficiency.

The short walking distance from the cab and shorter wheelbase (shorter than any other manufacturer) make the EXPERT<sup>(t)</sup> 2000™ the most efficient drop-frame, sideloading collection unit on the market.



FAX # 617-776-0000

3585



**Dimensions**

	2 axes		3 axes	
	Imperial 22 yd <sup>3</sup>	Metric 16.8 m <sup>3</sup>	Imperial 31 yd <sup>3</sup>	Metric 23.7 m <sup>3</sup>
A O.A. length	237 in	6,020 mm	292 in	7,417 mm
B O.A. height above frame	102 in	2,591 mm	102 in	2,591 mm
C O.A. width*	96 in	2,438 mm	96 in	2,438 mm
D Tailgate length	18 in	457 mm	33 in	838 mm
E Loading height above frame	55 in	1,400 mm	55 in	1,400 mm
F Packer stroke	50 in	1,270 mm	50 in	1,270 mm
G Packer height	18 in	457 mm	18 in	457 mm
H Packer width*	72 in	1,829 mm	72 in	1,829 mm
I Packer penetration inside body	12 in	305 mm	12 in	305 mm
J Hopper door opening width	71 in	1,803 mm	71 in	1,803 mm
K Hopper door opening height	77 in	1,956 mm	77 in	1,956 mm
L Dumping angle, body*	45°	45°	45°	45°
M Angle of slope, body raised*	24°	24°	24°	24°
N O.A. length, tailgate raised, body down	292 in	7,417 mm	332 in	8,433 mm
O O.A. height, tailgate raised, body down, above frame	95 in	2,413 mm	195 in	4,953 mm
P O.A. length, dumping position	406 in	10,312 mm	446 in	11,328 mm
Q O.A. height, dumping position, above frame	201 in	5,105 mm	228 in	5,791 mm

\*not shown on drawing

**Body Specifications**

Body floor	3/16" HR A572 GR 50
Body bottom side walls	10-gauge HR A715 GR 80
Body upper side walls	12-gauge HR A715 GR 80
Body roof	HR A715 GR 80
Body long rails	HSS tubing, 6" x 2" x 3/8", A500 Grade C

**Body Capacities**

2-axis chassis	15, 17, 20, 22 and 24 yd <sup>3</sup> (11.5, 13, 15, 17 and 18 m <sup>3</sup> )
3-axis chassis	27, 29, 31, 33, 35 and 37 yd <sup>3</sup> (20.5, 22, 24, 25, 27 and 28 m <sup>3</sup> )

**Hopper Specifications**

Loading height	5 1/2" above frame
Hopper floor	3/16" S107 abrasion resistant steel 65,000 psi
Hopper floor wear plates	ASTM AR500
Hopper sides	3/16" S107 abrasion resistant steel 65,000 psi
Hopper slope	1/4" ASTM AR425
Hopper slope wear plates	ASTM AR500
Hopper door dimensions	71" x 73"
Crusher panel	10-gauge HR A715 GR 80

**Tailgate Specifications**

Sides and rear walls	12-gauge ASTM A215 GR 80
Upper tube frame	4" x 4" x 3/16" A500 Grade C
Bottom tube frame	7" x 3" x 1/4" A500 Grade C
Framing sides	3/16" S107 abrasion resistant steel 65,000 psi

**Packer Specifications**

Rails wear plates	1/4" ASTM AR500
Packer horizontal wear shoes	1/2" ASTM AR425
Packer side wear shoes	1/2" ASTM AR425
Top of packing ram	1/4" S107 65,000 psi
Face plate of packing ram	1/4" S107 65,000 psi
Width of packing ram	72"
Height of packing ram	18"
Stroke of packing ram	52"

**Hydraulics**

Control valve	Parker VG35
Pump	Denison Single Vane, T6D, 38 gpm @ 1,200 rpm
Hydraulic tank	65 gallons (conventional cab)
Hydraulic system pressure	3,000 psi (2,000 psi on 2-axis chassis)
Return line filter/nominal filtration	150 gpm, 7 micron

**Cylinders**

Body lifting	Telescopic, 3 stages, 6 1/2" bore x 140" stroke on 15 yd <sup>3</sup> body; 4 stages, 150" on 20 yd <sup>3</sup> body; 4 stages, 180" on 27 yd <sup>3</sup> body and 5 stages, 204" on 31 yd <sup>3</sup> body
Packer	4" x 7 1/2" x 40"
Tailgate	2 1/2" x 1 1/2" x 39"

**Productivity Data**

Packer cycle time	12 sec. at 1,200 rpm
Dumping cycle time	55 sec. at 1,500 rpm
Tailgate cycle time	55 sec. at idle

Note: Specifications subject to change without notice.

**INTERNATIONAL®**

February 19, 2010

Prepared For:  
EQUIPMENT LABRIE  
JACQUES GAGNER  
175 Du Pont Rte.  
St-Nicolas, QC G7A 2T3  
(418)831 - 8250  
Reference ID: N/A

Presented By:  
NAVISTAR CANADA INC  
Rob Butter  
5500 NRTN SERV RD 4TH FL  
BURLINGTON ON L7R 5A4  
(905)332-2508

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

**Model Profile**

2010 7400 SBA 402 (SA625)

<b>APPLICATION:</b>	Packer - Manual Side Loader
<b>MISSION:</b>	Requested GVWR: 56000. Calc. GVWR: 40000 Calc. Start / Grade Ability: 25.10% / 1.27% @ 55 MPH Calc. Geared Speed: 75.8 MPH
<b>FUEL ECONOMY:</b>	7.78 MPG @ 55 MPH
<b>DIMENSION:</b>	Wheelbase: 260.00, CA: 192.90, Axle to Frame: 98.00
<b>ENGINE, DIESEL:</b>	{International MaxxForce 9} EPA 07, 300 HP 600 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, # 2 Bell Housing
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 3500_RDS_P} 4th Generation Controls; Wide Ratio, 8-Speed. With Double Overdrive; Refuse/Mixer: Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 60,000-lb GVW Max.
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Dana Spicer I-140V} Wide Track, I-Beam Type, 14,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	{Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, With "R" Wheel Ends, Driver Controlled Locking Differential Gear Ratio: 5.57
<b>CAB:</b>	Conventional
<b>TIRE, FRONT:</b>	(2) 12R22.5 HSR (CONTINENTAL) 487 rev/mile, load range H, 16 ply
<b>TIRE, REAR:</b>	(4) 12R22.5 HDR (CONTINENTAL) 481 rev/mile, load range H, 16 ply
<b>SUSPENSION, RR, SPRING, SINGLE:</b>	Vari-Rate; 31,000-lb Capacity, With 4500 lb Auxiliary Rubber Spring
<b>PAINT:</b>	Cab schematic 100GN Location 1: 9219, Winter White (Std) Chassis schematic N/A

**INTERNATIONAL®****Vehicle Specifications  
2010 7400 SBA 4X2 (SA625)**

March 16, 2010

<u>Code</u>	<u>Description</u>
SA62500	Base Chassis, Model 7400 SBA 4X2 with 260.00 Wheelbase, 192.90 CA, and 98.00 Axle to Frame.
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.433" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1LMX	BUMPER, FRONT Full Width, Aerodynamic, Painted Steel; 0.189" Material Thickness
1SAL	CROSSMEMBER, REAR, AF (01)
1WGT	WHEELBASE RANGE 258" (650cm) Through and Including 311" (780cm)
1WRB	TOW HOOK, FRONT (2) Outside Rail, Frame Mounted, Includes Spacers to Clear Bumper Access Holes
2AET	AXLE, FRONT NON-DRIVING (Dana Spicer I-140M) Wide Track, I-Beam Type, 14,000-lb Capacity
3ADD	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf, 14,000-lb Capacity, With Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
4722	DRAIN VALVE, AUTOMATIC (Bendix DV-2) With Heater, for Air Tank
4773	BRAKE SHOES, REAR Cast
4AZA	AIR BRAKE ABS (Bendix AntiLock Brake System) Full Vehicle Wheel Control System (4-Channel)
4ECG	AIR DRYER (Bendix AD-IP Twin) With Heaters and Evenflow Module
4ESX	BRAKE CHAMBERS, FRONT AXLE (Haldex) 20 SqIn
4EVL	BRAKE CHAMBERS, REAR AXLE (Haldex GC3030LHDHO) 30/30 Spring Brake
4JCJ	BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers
4LAA	SLACK ADJUSTERS, FRONT (Haldex) Automatic
4LGA	SLACK ADJUSTERS, REAR (Haldex) Automatic
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq. In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SBC	AIR COMPRESSOR (Bendix Tu-Flo 550) 13.2 CFM Capacity
4VDU	AIR TANK LOCATION (2) Mounted Left Side BOC Under Battery Box
5AAA	STEERING COLUMN Stationary
5CAL	STEERING WHEEL 2-Spoke, 18" Diam., Black
5PSA	STEERING GEAR (Sheppard M-100) Power
7BDS	EXHAUST SYSTEM Single, Vertical Aftertreatment Device Frame Mounted Right Side; Includes Vertical Tail Pipe & Guard
7WAE	RAIN CAP With Single Exhaust, Non-Bright Finish
7WZY	SWITCH, FOR EXHAUST 2 Position, Lighted & Latching, ON/OFF Type, Mounted in IP, Inhibits Diesel Particulate Filter Regeneration as Long as Switch is in ON Position
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
8518	CIGAR LIGHTER Includes Ash Cup
8GDP	ALTERNATOR (Delco Remy 22-SI) Brush Type, 12 Volt 130 Amp. Capacity, Pad Mounted
8HAA	BODY BUILDER WIRING To Rear of Frame, With Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket
8MKL	BATTERY SYSTEM (International) Maintenance-Free, (3) 12-Volt 1950CCA Total

Code	Description
8RKH	RADIO (International) AM/FM Premium Stereo, With CD Player, Weatherband, Clock, Front & Rear Aux Input, USB Port, and Multiple Coaxial Speakers, Includes iPod Command and Control
8VZY	STARTING MOTOR (Leece-Neville M105R) 12 Volt; Less Thermal Over-Crank Protection
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated
8WUX	BATTERY BOX Steel with Plastic Cover, 25" Wide, 2 or 3 Battery Capacity, Mounted 36" Back of Cab on Left Rail
8VWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WBC	FRONT END Tinting, Fiberglass, With Three Piece Construction; for 2007 Emissions
10080	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
11001	CLUTCH Omit Item (Clutch & Control)
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted
12959	BLOCK HEATER, ENGINE (Phillips) 120 Volt/1250 Watt
12NTC	ENGINE, DIESEL (International MaxxForce 9) EPA 07, 300 HP 800 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, # 2 Bell Housing
12THT	FAN DRIVE (Horton Drivemaster) Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed
12UWY	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core and 1167 SqIn Charge Air Cooler
12UXV	FEDERAL EMISSIONS for 2004; for International VT365, DT466 and DT570 Engines
12VBG	AIR CLEANER Dual Element, With Integral Pre Cleaner
12VXU	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel
12VYW	FEDERAL EMISSIONS 2007 for International MaxxForce 9 & 10 Engines (DT570 & HT570)
12VZA	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for MaxxForce post 2007 Emissions Electronic Engines
12WYS	EXPANDED ENGINE TEMP EFFECTS to Allow Higher Engine Operating Temperature Range; Includes Nylon Surge Tank and 15 psi Pressure Cap
13AAZ	AUTOMATIC NEUTRAL Allison WT, 3000 & 4000 Series Transmission Shifts to Neutral When Parking Brake is Engaged
13AJP	TRANSMISSION, AUTOMATIC (Allison 3500_RDS_P) 4th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; Refuse/Mixer; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 60,000-lb GVW Max.
13WAW	OIL COOLER, AUTO TRANSMISSION (Modine) Water to Oil, for Allison or CEEMAT Transmission
13WBN	TRANSMISSION SHIFT CONTROL (Allison) T-Bar Type; for Allison 3000 & 4000 Transmission

**INTERNATIONAL®**

**Vehicle Specifications  
2010 7400 SBA 4X2 (SA625)**

March 16, 2010

<u>Code</u>	<u>Description</u>
13WDY	SHIFT CONTROL PARAMETERS WT-Allison S-1 Performance Programming in Primary and Allison S-4 Economy Programming in Secondary
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUJ	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); Front Loaders, Rear Loaders, Recycling/Packer Trucks
14AHL	AXLE, REAR, SINGLE (Dana Spicer S26-190D) Single Reduction, 26,000-lb Capacity, With "R" Wheel Ends, Driver Controlled Locking Differential . Gear Ratio: 5.57
14VAJ	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 31,000-lb Capacity, With 4500 lb Auxiliary Rubber Spring
15SEU	FUEL TANK Top Draw, D Style, Non Polished Aluminum, 80 U.S. Gal., 303 L Capacity, 23.0" Tank Depth, Mounted Left Side Under Cab
16030	CAB Conventional
16400	SEAT, PASSENGER Omit Item
16HBB	GAUGE CLUSTER English With Metric Electronic Speedometer
16HGH	GAUGE, OIL TEMP, ALLISON TRAN
16HHE	GAUGE, AIR CLEANER RESTRICTION (Filter-Minder) With Black Bezel Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER (National 2000) Air Suspension, High Back With Integral Headrest, Vinyl Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SDU	MIRRORS (2) (Lang Mekra) Styled, Rectangular, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostatically Controlled, Power Both Sides, Clearance Lights LED, Bright Finish Heads & Brackets
16VBU	ACCESS, CAB Driver & Passenger Sides, With Two Temporary Steps on the Passenger side, for Conventional Cab
16VEX	CONTROLS, CENTER PANEL Includes Ignition Switch, Headlights and Power Mirror Controls Located in Center Panel
16WJS	INSTRUMENT PANEL Center Section, Flat Panel
16WKB	AIR CONDITIONER (International Blend-Air) With Integral Heater & Defroster
16WKY	FRESH AIR FILTER for HVAC
16WRX	CAB INTERIOR TRIM Deluxe
16WSK	CAB REAR SUSPENSION Air Bag Type
27DMB	WHEELS, FRONT DISC; 22.5" Non-Polished Aluminum, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs
28DMA	WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 2 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs
28BAB	WHEEL, REAR, IDENTITY (Accuride) Rear Disc Wheels; Light Weight, 5 Hand-Hole, With 285.75mm B.C. Hub Piloted Mounting, DC Rims
7392155405	(2) TIRE, FRONT 12R22.5 HSR (CONTINENTAL) 487 rev/mile, load range H, 16 ply
7392155406	(4) TIRE, REAR 12R22.5 HDR (CONTINENTAL) 481 rev/mile, load range H, 16 ply
OBD005	MISCELLANEOUS 01WRN

ac tax

**INTERNATIONAL\***

Vehicle Specifications  
2010 7400 SBA 4X2 (SA625)

March 16, 2010

Code

Description

TRANSITION ENGINE CHARGE

Prepared For:  
EQUIPMENT LABRIE  
JACQUES GAGNER  
175 Du Pont Rte.  
St-Nicolas, QC G7A 2T3  
(418)831 - 8250  
Reference ID: N/A

Presented By:  
NAVISTAR CANADA INC  
Rob Butter  
5500 NRTH SERV RD 4TH FL  
BURLINGTON ON L7R 5A4  
(905)332-2508

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

**Model Profile**  
**2010 7400 SBA 4X2 (SA625)**

<b>APPLICATION:</b>	Packer - Manual Side Loader
<b>MISSION:</b>	Requested GVWR: 56000. Calc. GVWR: 40000 Calc. Start / Grade Ability: 25.10% / 1.27% @ 55 MPH Calc. Geared Speed: 75.8 MPH
<b>FUEL ECONOMY:</b>	7.78 MPG @ 55 MPH
<b>DIMENSION:</b>	Wheelbase: 260.00, CA: 192.90, Axle to Frame: 98.00
<b>ENGINE, DIESEL:</b>	{International MaxxForce 9} EPA 07, 300 HP 800 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, # 2 Bell Housing
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 3500_RDS_P} 4th Generation Controls; Wide Ratio, 6-Speed, With Double Overdrive; Refuse/Mixer; Includes Oil Level Sensor. With PTO Provision, Less Retarder, With 60,000-lb GVW Max.
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Dana Spicer L-140W} Wide Track, I-Beam Type, 14,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	{Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, With "R" Wheel Ends, Driver Controlled-Locking Differential Gear Ratio: 5.57
<b>CAB:</b>	Conventional
<b>TIRE, FRONT:</b>	(2) 12R22.5 HSR (CONTINENTAL) 487 rev/mile, load range H, 16 ply
<b>TIRE, REAR:</b>	(4) 12R22.5 HDR (CONTINENTAL) 481 rev/mile, load range H, 16 ply
<b>SUSPENSION, RR, SPRING, SINGLE:</b>	Vari-Rate; 31,000-lb Capacity, With 4500 lb Auxiliary Rubber Spring
<b>PAINT:</b>	Cab schematic 100GN Location 1: 9219, Winter White (Std) Chassis schematic N/A

## SECTION 1: OVERVIEW

### 1-A Description of Contract

The Contractor shall provide the City with all related recycling services in accordance with the attached specifications and the following bid schedule for a five-year period beginning September 20, 2010 and ending September 18, 2015. The City of Cambridge will contract separately with a processing facility and will be responsible for paying all processing fees and retaining all revenues generated from the sale of the recyclables throughout the contract period.

The City's goal is to dramatically increase recycling tonnage. Therefore, the City is switching to single stream recycling in which commingles and fibers can be set out in the same recycling toter or bin.

Pricing must remain firm throughout the contract. The payment and performance obligations for each of years two through five of the multi-year contract will be subject to the appropriation of available funds.

Attention is called to the following specifications:

- Section 1-K No less than the prevailing wage rates, as set forth in the schedule contained herein, must be paid on this project.
- Section 2-C Liquidated Damages
- Section 5-I Contractor Supervisor
- Section 5-K Truck specifications
- Section 6-A Performance Measures
- Section 6-C Meetings and Communication
- The fact that this bid is printed on both sides.
- Please submit your bid double-sided and in duplicate.

The City has made its best effort to provide accurate information herein. However, it is ultimately the responsibility of the bidder to verify any information that is critical to the preparation of his/her bid.

**Confidentiality and Public Records Law** - All bids or other materials submitted by the vendor in response to this Invitation to Bid will be open for inspection by any person and in accordance with the Massachusetts Public Records Law.

### 1-B Bid Submission Requirements

Failure to provide any of the requested documents may result in the determination that the bidder is non-responsive unless the Department deems such failure to be a minor informality.

Please submit the following information with your bid:

- Bid Bond as described above
- Quality Requirements (Attachment 1) YES or NO must be checked for each criterion.
- Bid Submission Requirements (Attachment 2), including
  - Experience with similar collection contracts, including contract value and primary role.
  - List of references.
  - List of equipment to be used. See Section 6-K and 6-L for required vehicles.
  - Copies of all state, local, federal and other permits and approvals for processing facility and/or receiving stations for yard waste and public area bins, as applicable to Contractor's bid.
  - Driver Training Plan
  - Organizational chart showing the proposed managerial organization associated with providing collection services to the City. Identify by name and title, a Contract Manager and a Contract Supervisor to be assigned to Cambridge.
  - Qualifications and resumes of the Contract Manager and Contractor Supervisor demonstrating that they are qualified to carry out of the functions of this contract.
- Signed Certifications (Attachment 3)
- Signed CORI Certification (Attachment 4)
- Certificate of Authority (Attachment 5)
- Price Summary Form (Attachment 6)
- Optional Value-Added Services (Section 1-G).
- Bid Alternatives, if offered (Section 1-A), including complete description and pricing. If alternative includes processing of recyclables, please attach processing facility permits.

Name of Bidder \_\_\_\_\_

All bidders shall thoroughly review and understand these specifications before submitting the Proposal.

The experiences of the Contractor with curbside collection, handling and transportation must be fully described. It is desirable that the Contractor have had at least three such curbside collection contracts in the past three years, one of which is of similar size and characteristics to the one specified herein. The Contractor must identify the full extent of involvement in the referenced contract. Each Contractor shall provide a list of references as a part of its proposal including:

- (a) References from other municipalities, if any, for whom similar recycling/refuse collection services are, or have been recently, performed under contract.
- (b) Contractor may provide additional references relevant to the Contractor's character and integrity, record of good business practices, management ability, and experience.

Each reference shall include the name, address, and telephone number of an individual whom the City may contact to discuss the Contractor's managerial ability, financial standing, and/or business experience. Each Contractor shall fully describe the nature of its existing business, and shall indicate the number and types of vehicles and equipment it intends to utilize in the performance of this Contract as well as where this equipment will be housed and maintained. The Contractor must provide a manufacturer delivery guarantee with the Proposal for collection vehicles.

### **1-C Community Profile**

In 1991, the City passed a Mandatory Recycling Ordinance and began weekly curbside collection. With about 101,355 people or about 48,099 households in 6.27 square miles, Cambridge is extremely dense. There are 125 miles of roads; driving conditions are difficult, with many narrow roads, one-way streets, dead ends and pervasive on-street parking. The curbside program serves all homes and apartment buildings regardless of number of units and whether they receive City trash collection. The curbside recycling program also serves all City buildings, schools, and non-profits with 50 employees or less are eligible for service. Residential buildings that are university-affiliated housing for students or staff on campus are not served by the City.

In FY09, 9,939 tons of paper, cardboard, commingles and yard waste was collected in the curbside program, 10,208 tons in FY08, 9875 tons in FY07 and 10,083 tons in FY06. DPW collects trash from about 80% of the residential units (about 35,130 households) and 48 city buildings, totaling about 26,000 tons annually. Private haulers collect trash at the remaining 20% of the residential units, all buildings with 13 or more units. 1 ton = 2000 pounds.

Detailed data for the City's housing stock, non-profits, city buildings, schools and recycling programs may be found in Attachment 10.

### **1-D Quantities**

Unless otherwise stated, the quantities set forth in this bid are our best estimates.

### **1-E Optional Value-Added Services**

At no extra cost, the bidder may offer services not required in this bid but that will add value to the contract at no additional cost. Examples include marketing programs, active participation in educational events or other programs that demonstrate an extraordinary commitment to increasing waste prevention and diversion for recycling. The bid should contain a brief description along with any supporting documentation. The Department will use this information as a tiebreaker in the event that two or more eligible, responsible and responsive contractors offer equal low bids.

### **1-F Insurance Requirements**

The contractor must provide the City of Cambridge insurance policies as stated below at the expense of the Contractor. The Insurance Certificate must be written in the name of the City as an Additional Insured in order to protect the interest of the City from any liability which might be incurred against it as the result of any operation of the Contractor, its subcontractors, or their employees.

The insurance required shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations, Owner's and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, whichever are greater.

Name of Bidder \_\_\_\_\_

Certificates must be presented to the City at the time the contract is signed by the contractor. The Contractor and all subcontractors waive subrogation rights against the City of Cambridge for all losses.

EACH POLICY SHALL CONTAIN A 30-DAY NOTICE OF CANCELLATION, CHANGE OR NON-RENEWAL.

NOTICE OF OCCURRENCE is to be given to the City Manager, City Hall, 795 Mass. Ave., Cambridge, MA 02139.

Carriers must have an A.M. Best rating of A X or better.

A. Commercial Liability:	
<b>General Aggregate</b>	<b>\$2,000,000</b>
Products Completed Operations Aggregate	\$1,000,000
Personal Injury and Advertising Limit	\$1,000,000
Each Occurrence	\$1,000,000
B. Automotive - For all owned, non-owned, hired and leased vehicles:	
Each Occurrence Combined Single Limit:	\$1,000,000
or	
Bodily injury - each person	\$1,000,000
- each accident	\$1,000,000
Property damage - each occurrence	\$1,000,000
C. Umbrella:	
Combined single limit	\$1,000,000
General aggregate	\$1,000,000
D. WORKER'S COMPENSATION	
Coverage A	STATUTORY
Coverage B   Each Accident	\$100,000
Disease-Policy Limit	\$500,000
Disease-Each Employee	\$100,000

THE CONTRACTOR MAY PURCHASE AND MAINTAIN EXCESS LIABILITY INSURANCE IN THE UMBRELLA FORM IN ORDER TO SATISFY THE LIMITS OF LIABILITY REQUIRED, FOR THE INSURANCE TO BE PURCHASED AND MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH ABOVE (**IN ADDITION TO THE UMBRELLA LIMITS REQUIRED**). EVIDENCE OF SUCH EXCESS LIABILITY SHALL BE DELIVERED TO OWNER IN THE FORM OF A CERTIFICATE INDICATING THE POLICY NUMBERS AND LIMITS OF LIABILITY OF ALL UNDERLYING INSURANCE. THE CITY OF CAMBRIDGE MUST BE AN ADDITIONAL NAMED INSURED ON ANY SUCH UMBRELLA POLICY.

THE CITY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO AMEND THE INSURANCE REQUIREMENTS SET FORTH ABOVE.

### 1-G Performance Bond

The successful bidder shall provide the City annually with a performance bond securing its satisfactory performance in an amount equal to one hundred (100) percent of the Contract price. Such bond shall first be submitted to the City prior to the execution of the contract and annually thereafter. The performance bond shall be issued by a surety authorized to do business under the laws of the Commonwealth of Massachusetts and shall be in a form acceptable to the City.

### 1-H Permits

It is the Contractor's responsibility to obtain prior to the commencement date of the contract all federal, state and/or local permits or licenses as are required to carry out its obligations outlined in this contract. Bidders must have a current waste disposal company license from the City of Cambridge License Commission. During the term of this contract the Contractor shall carry out its obligations under this contract in compliance with all applicable provisions of federal, state and local laws and regulations, and applicable judicial and administrative interpretations thereof. If the Contractor subcontracts with any other entity to carry out its obligations under this contract, it shall insure that such entity carries out such obligations in compliance with all applicable provisions of federal, state and local laws and regulations, and any applicable judicial and administrative interpretations thereof.

Name of Bidder \_\_\_\_\_

### **1-I Prevailing Wage**

All bids must be in compliance with Massachusetts General Laws Chapter 149, Section 26 through 27F pertaining to prevailing wage rate minimums as determined by the Department of Labor and Workforce Development. See Attachment 7.

### **1-J Living Wage**

The City of Cambridge has a Living Wage Requirement that establishes minimum hourly rates for all personnel who work inside the City limits. The City of Cambridge's Living Wage as of March 1, 2009 is \$13.69 per hour. The successful bidder will be required to provide payrolls to the City upon request. See Attachment 8.

### **1-K CORI Compliance**

Persons and businesses supplying goods and/or services to the City of Cambridge ("Vendors"), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy ("CORI Policy") attached hereto. See Attachment 4.

### **1-L Compliance**

The Contractor must demonstrate that the execution, delivery and performance by the Contractor of these services and transactions contemplated thereby, are within its corporate powers, have been duly authorized by all necessary corporate and other action and do not and will not:

- Violate any provision of its incorporation papers or by-laws, as amended to date, or of any securities issued by the Contractor;
- Constitute or result in a breach of or default under or conflict with any statute or other law, or any order, judgment, award, decree, regulation, ruling or requirement of any court or other tribunal, of any arbitration or of any governmental or administrative authority, commission or agency, or any indenture, agreement, lease, instrument or other undertaking, to which the Contractor or its associates, affiliates or related entities, is a party of by which may affect it or its property or assets.

Contractor must comply with all applicable federal, state and local laws and regulations in carrying out this contract. In addition, Contractor may be required to comply with any future regulations promulgated by the Commonwealth with regard to solid waste bans or other related issues.

### **1-M Tax Exempt Status**

Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.

### **1-N Contractor's Certifications for Americans with Disabilities Act (42 U.S.C. 12131), Rehabilitation Act of 1973, Section 504 and Tax Compliance/Anti-Collusion**

The Contractor must submit with its bid the certification form located in Attachment 3.

## **SECTION 2: CONTRACT TERMS**

### **2-A General Provisions**

This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The obligations and conditions imposed by this Contract can be waived only by written agreement. No amendment to this Contract shall be effective unless it is signed by authorized representatives of the parties, subject to appropriations and authorizations as described herein. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Contract.

The Contractor agrees to bring any federal or state proceedings arising under this Contract in which the City is a party in a court of competent jurisdiction within the Commonwealth of Massachusetts. Every provision of law required to be in this Contract is deemed to be inserted herein. If through mistake or otherwise, any such provision has been omitted, or is not in correct form, then forthwith upon the application of either party this Contract shall be appropriately amended.

### **2-B Billing and Payment**

Name of Bidder \_\_\_\_\_

So long as the Contractor is in compliance with its contract obligations, the City shall pay or cause to be paid to the Contractor the fees provided herein for the proper collection of recyclables. The Contractor shall render a monthly invoice to the City (one-twelfth of the annual contract value) with all weight slips for all tons of recyclables and compostables collected. The City shall process and pay monthly invoices generated by the Contractor within 30 days from the date of the City's receipt of said statement pursuant to this Section at an address the Contractor shall designate in writing to the City. Four monthly invoices will include an Incentive Payment (Section 6-B) based on an amount computed by the City and given to the Contractor prior to the submission of the invoice. The City may deduct costs to replace half of the broken recycling bins and recycling totes from several monthly invoices (Section 3-D)

The City shall deduct from its payment to the Contractor any excess processing or disposal fee charged to the City by the Processor for any contaminated load rejected due to mechanical failure or driver error in operating the truck during dumping.

In the event of any dispute as to any portion or any monthly or other bill, the City shall give notice of the disputed portion to the Contractor. Such notice shall identify the disputed portion of the bill, state the amount in dispute and set forth the grounds on which such dispute is based. No event of default shall result from a failure to pay or late payment during any dispute. The Contractor shall respond within seven days following receipt of such notice. Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference between such correct amount and such full amount shall be added to or subtracted from the statement next submitted to the City after such determination. The City and the Contractor shall perform their contract obligations during the time to resolve any dispute.

### **2-C Liquidated Damages**

Regardless of whether the City complains to the Contractor, the City shall be entitled to assess liquidated damages (Attachment 18) against the Contractor for its failure to perform specific contract obligations. The Contractor acknowledges and agrees that the liquidated damages provided herein are not penalties but represent a fair measure of damages, which will be sustained by the City in the event the Contractor defaults on any of the following specified obligations. If the City chooses not to assess liquidated damages, this shall not constitute a waiver of its rights to hold the Contractor in default nor does the City waive its right to claim and to collect damages for the Contractor's default on any of its obligations.

The City will provide a written warning to the Contractor detailing any performance failures and citing the Contract for which damages may be deducted from the invoice for the following month. The Contractor will have the opportunity to discuss these failures with the DPW Commissioner or designee, at the weekly performance meeting (Section 6-C). The City may, still, at its discretion, withhold the penalty amount from the payment due the Contractor for each performance failure.

### **2-D Equal Opportunity**

In connection with the performance of work under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin or ancestry, age disability, sexual orientation, marital status, family status, military status, source of income or sex. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph.

### **2-E Subcontractors**

The Contractor is engaged as an independent Contractor and will be responsible for any federal, state and local taxes and fees applicable to payments hereunder. The Contractor shall not subcontract its work under the contract, in whole or in part, without first requesting and receiving the written approval of the Department regarding each subcontractor, including any change in subcontractor. The Contractor shall fully describe the subcontractor's responsibilities and shall provide other information with respect to such subcontracts as the Department may require. The Department shall not unreasonably withhold subcontracting approval.

The Contractor shall submit requests for approval no later than 15 days prior to the effective date of such subcontract and shall provide the City with the name, address and phone number of the subcontractor's offices and the name of the individual responsible for the work being performed for the Contractor.

The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in the contract. Notwithstanding municipal approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the municipality shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this contract, the Contract and its subcontractors are subject to Worker's Compensation requirements.

The Contractor and its subcontractors and employees are not employees of the City and are not eligible for any City benefits,

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including without limitation, Federal Social Security, health benefits, worker's compensation, unemployment compensation, and retirement benefits.

## 2-F Termination on Default

If either party breaches any of the terms or conditions of its contract, the other party shall give the offending party written notice specifying the breach. The offending party shall have 15 days to cure such breach. Upon the failure of the offending party to cure within such period, the other party may cancel the contract in a written notice to the offending party. The proper exercise of such right of termination shall be in addition to and not in substitution for such other remedies, whether damages or otherwise, as the party exercising the right of termination may have. Failure by either party to provide such notice of termination in the event of a default, or to terminate this contract upon a failure by the breaching party to cure such default, shall not act as a waiver of any prior or subsequent default, nor as a waiver of the right to terminate in the event of default.

## 2-G Indemnity

Unless otherwise provided by law, the Contractor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees

# SECTION 3: WEEKLY COLLECTION OF RECYCLABLE MATERIALS FROM HOUSEHOLDS, CITY BUILDINGS, SCHOOLS AND NON-PROFITS

## 3-A Accepted Recyclables

The recyclable materials listed below are prohibited from solid waste facilities and transfer stations per the Massachusetts Department of Environmental Protection Waste Disposal Ban regulation 310 CMR 19.017.

1. **Metal Containers:** aluminum, steel or bi-metal beverage and food containers.
2. **Single Polymer Plastics:** all narrow-neck plastic containers.
3. **Recyclable Paper:** all paper, cardboard, and paperboard products; excluding tissue paper, toweling, paper plates and cups, wax-coated cardboard, and other low-grade paper products, which become unusable to paper mills as a result of normal indented use.
4. **Yard Waste:** grass clippings, weeds, garden materials, shrub trimmings, and brush 1" or less in diameter (excluding diseased plants).
5. **Leaves:** deciduous and coniferous leaf deposition.

The City reserves the right to add or subtract materials accepted, at no additional cost, if the change is the result of a change in specifications by the recyclables processing facility. Acceptable recyclables are:

### Mixed Paper

- Books
- Cardboard boxes (any size)
- Card and cover stock
- Coffee cups
- Computer paper (copy paper wrappers OK)
- Junk Mail
- Frozen food boxes
- Magazines / catalogs (glossy paper OK)
- Milk / juice cartons
- Newspapers
- Office Paper (any color including folders, envelopes, business forms, stationary, tablet sheets, calendars, post-it notes, etc.)
- Paperboard (i.e., Chipboard or boxboard)
- Paper bags
- Phone books
- Pizza boxes (empty)
- Shredded paper (in paper or clear plastic bags)
- Spiral cans (potato chip, nut cans)
- Spiral notebooks

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- Wrapping paper

The following paper items are unacceptable: carbon paper, waxed papers, photographic and blueprint papers, food wrappings, tissues, napkins, paper towels, and self-adhesive envelopes.

#### Commingles

- Aseptic packaging (i.e., juice / soymilk boxes)
- Aerosol cans (empty)
- Aluminum (pie plates, trays & foil)
- Glass bottles and jars (any color)
- Metal cans (tin, steel & aluminum)
- Paint cans (empty)
- Plastic containers (marked #1 through #7)
- Rigid plastics (broken bins and toters, toys, buckets, laundry baskets, etc. These do not need to be marked #1-#7)

The following commingles are unacceptable: window glass, blue glass, flat glass, mirrors, plate glass, light bulbs, dishes or ceramics; containers that contain paint or petroleum based solvents.

### **3-B Preparation**

Recyclables will be prepared by households, city buildings, schools and non-profits in accordance with the guidelines established by the DPW Commissioner, or designee, developed in coordination with the Processor and publicized by the City

The Contractor shall collect an **unlimited** quantity of recyclables in toters, bins, hampers, and paper bags, At the City's request and with approval by the City's Processor the Contractor shall collect recyclables placed at the curb in clear plastic bags. . Recyclables shall also be accepted in other easily handled containers not to exceed 32 gallons. The Contractor shall empty (or pick up, in the case of yard waste bags) all containers of recyclables properly prepared and placed at the curb. **The Contractor must pick up ALL cardboard that is free from contamination.**

The Contractor will collect cardboard in 2-10 cubic yard dumpsters at approximately fifteen City buildings and schools. These containers will be serviced during the course of the collection route. See Attachments 11 and 12 for a list of these locations. The Contractor shall replace dumpsters in their original locations. At the City's direction, the Contractor will service additional or fewer locations during the contract.

### **3-C Contamination**

Contamination shall mean the presence of improperly prepared or sorted recyclables or the presence of unaccepted solid wastes, including material soiled by food, paint, petroleum products, oil, or oil solvents.

Contaminated materials must be left in the recycling containers or temporarily removed and returned to the containers. **In no circumstance shall materials be left loose on the sidewalk.** At the City's direction, the Contractor must reject improperly prepared or contaminated recyclables or yard waste at a particular address. The Contractor must leave a Contractor-provided notice of rejection on or in the container (or on the rejected material), clearly identifying the reason for rejection.

At all times, all collection vehicles shall be equipped with a clipboard, paper and a writing instrument for the collection employee to record the required information regarding rejected materials and locations. The Contractor's Supervisor will record all curbside violations in a daily log by address, including materials improperly set out, contamination and any other reason resulting in rejection of materials at the curb. The Supervisor will notify the City of all violations by the day after the rejection occurs or submitted in a format acceptable by the City on a daily or weekly basis, as agreed upon with the City. The City will contact participants who repeatedly recycle improperly to explain proper preparation and accepted materials.

### **3-D Recycling Bins and Toters**

Through FY10, 14-18 gallon recycling bins were mainly provided to residential buildings with 6 units or less; and buildings with 6+ units typically have 96-gallon toters. As part of the single stream program, all households that want toters will be provided with them by the commencement of this contract. Most toters are set out weekly, as storage can generally accommodate only one week's worth of recyclables.

Additional buildings (residential or municipal) may be added to the weekly curbside recycling service during the contract term, at no additional cost to the City, as programs are established, new buildings are built and/or buildings served by a private

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hauler choose to switch to the City's recycling Contractor. Currently, about 20 multi-family buildings contract with a private recycling hauler. If requested by the City, the Contractor is required to provide collection service to these buildings. See Attachment 13 for residential buildings with toters, Attachment 14 for residential buildings served by a private recycling hauler and Attachment 16 for toter specifications.

The Contractor shall be responsible for any damage caused to the City's recycling bins and toters during operations. The City will deduct 50% of the costs to recycle and replace broken containers caused by such damage from the Contractor's invoice. The average number of broken toters and bins for the last four years has been up to 300 and 200 respectively.

### **3-E Placement of Recycling Bins and Toters for Collection**

Generally, the Contractor may not go onto private property. Containers are placed at the curb, which means within five feet of the sidewalk side of the curb or edge of the street, with the exception of specific apartment or municipal buildings, where collection shall occur in the parking area. The City will provide the Contractor with a list of these locations prior to the commencement date. As needed, the City shall consult with the Contractor about picking up toters in parking lots or other alternate locations for existing buildings or new buildings added to the program. This course of action shall not be undertaken without the agreement of the Contractor.

**Regardless of street obstructions, the Contractor shall leave containers on the sidewalk at the point of collection except for yard waste bags. Recycling containers must not be thrown into the street or sidewalk area, or left obstructing vehicles or pedestrians.**

The replacement of containers must avoid obstruction for pedestrians on sidewalks and vehicles in driveways or parking areas. The Americans with Disabilities Act requires that sidewalks and walkways remain unobstructed. According to Section 4.3.3 of ADA Accessibility Guidelines, walks must be maintained so as to have a "minimum clear width of ...36 inches..."

### **3-F Toter Delivery and Collection**

As instructed by the City, on a daily basis, the Contractor will deliver toters to residential and municipal buildings and empty full, broken toters as needed and collect broken toters in the course of the regular collection route. In FY09 and FY08, 974 and 612 toters were delivered respectively, averaging delivery of 15 toters per week. In FY09 and FY08, 186 and 80 broken toters were collected.

Currently 1300+ residential and municipal building locations have 4000+ toters in total. To maximize diversion of recyclables in the new single stream program, toters will be provided to 1-5 unit buildings, 9700+ locations. This effort is contingent on funds available. Some residential buildings may refuse toters due to space limitations.

Toters for 1-5 unit buildings will be delivered by the manufacturer through a separate bid. The Contractor is required to cooperate with the toter distributor.

### **3-G Historical Tonnage**

Attachment 10 details historical recycling and yard waste tonnage, including data on the City's housing stock, City buildings, schools and non-profits served by the program. As stated, the City wants to dramatically increase recycling diversion by:

1) switching to single stream collection, 2) providing toters to 1-5 unit buildings, 3) accepting cardboard boxes of any size, and 4) ongoing public education.

## **SECTION 4: COLLECTION, MARKETING AND COMPOSTING OF YARD WASTE**

### **4-A Historical Tonnage**

The heaviest weeks for yard waste, subject to weather conditions, are usually from mid- April to mid- May and from the last week in October through the third week in November. Seasonal fluctuations in quantity do not at any time waive the requirement that all yard waste be picked up on the scheduled day. See Attachment 10 for historical tonnage.

### **4-B Materials Accepted and Preparation**

Materials accepted as yard waste include leaves, grass clippings, weeds, hedge clippings and twigs no more than 3 feet long and 1 inch in diameter.

Residents shall set yard waste out at the curb in 30-gallon paper bags or barrels marked with labels as described below.

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Many large apartment buildings either have no yard waste or have a landscaper haul it.

The Contractor will provide the City with 5,000 labels per season that meet the following specifications: The labels are 15" long and 3 3/4" high. They are printed on weatherproof white vinyl stock with UV resistant inks: white lettering on a solid PMS 225 background. The text is "YARD WASTE ONLY". Superimposed on the text is a black rectangle 1/4" high by 3 3/4" long with reverse out white letters that read "FACE LABEL TOWARDS STREET." A picture of the yard waste label can be found in Attachment 20.

#### **4-C Collection**

The Contractor shall use vehicles and equipment commonly used for the collection of yard waste. Weekly collection begins April 1 and continues through the second full week in December. The Contractor will pick up the paper bags and empty the labeled barrels and leave them behind in the approximate place where found. The Contractor is responsible for hauling yard waste to a composting facility registered with and in compliance with all DEP regulations.

The City is requesting a bid price for additional weeks of collection that may be requested during the contract before or after the regular schedule of collection. If collection is extended, the City will establish new commencement and cessation dates that will not vary during the contract term, unless the City and the Contractor agree to modify the commencement and/or cessation dates due to weather conditions.

#### **4-D Composting Materials**

Bidders must provide or subcontract for collection, hauling and composting of yard waste and marketing of the finished compost. The Contractor is responsible for all aspects of the composting service, including the siting, site acquisition, permitting, financing, design, construction of any necessary facilities, shipping and marketing of recyclables, disposal of any residue, maintenance of records and provision of such to the City and care and maintenance of facilities. Upon acceptance of recyclables, the Contractor shall be responsible for all handling of said materials. Properly prepared materials cannot be landfilled or incinerated, except within the allowable residue limit. The residue limit must not exceed 10% on an annual basis.

#### **4-E Yard Waste Tonnage**

Contractor shall report the number of tons of yard waste collected per month. If distinct tonnage records are not available, the Contractor shall determine the tonnage by converting volume to tons with a conversion value approved by the City. This section does not exempt Contractor from any weighing, inspection or other procedures required by law, ordinance or regulation.

#### **4-F Curbside Organics Collection**

The City estimates that at least 3000 tons of food scraps per year could be diverted from the municipal solid waste stream. If adequate processing capacity for food waste develops in the region, the City is interested in offering curbside organics collection through this contract, in which yard waste and food waste would be accepted together, year-round. With six months notice to the contractor, the City reserves the right to renegotiate the terms of contract related to yard waste collection.

## **SECTION 5: COLLECTION OPERATIONS**

#### **5-A Route Information**

Collection of recyclables and trash occurs once per week in each of the five collection divisions of the City, with one division being covered on each weekday and all materials collected on the same day (Attachment 19). The City reserves the right to change routes or schedules under this Contract and shall notify the Contractor of any change at least sixty calendar days in advance of the effective date of the change. Any changes or deviation in routes that the Contractor wishes to make, must be presented to the City and approved in writing from the DPW Commissioner, or designee, before any such changes or deviations take effect.

Approximately 6,300 households are served on Monday, 5,200 on Tuesday, 5,200 on Wednesday, 5,700 on Thursday and 6,000 on Friday. See Attachment 10 for more data on Cambridge's housing stock. Recyclables from City buildings, schools and nonprofits are collected on the same day that the surrounding neighborhood is served. The Contractor shall drive by and provide collection service to all buildings covered by this contract. No building or street will be deleted from a route list

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because of infrequent participation. In previous years about 30 large apartment buildings were serviced on Thursdays, although not located in that neighborhood. The City will provide this list of buildings to the Contractor prior to commencement date of the contract if these buildings need to continue this alternate schedule.

The City has a direct contract with a recycling Processor. Materials shall not be landfilled or incinerated.

### **5-B Collection Schedule and Holidays**

The City's Noise Ordinance will not allow collection to occur before 7am, therefore, collection vehicles will begin no earlier than 7am and the Contractor shall use its best efforts to complete collection on or before 4 pm. If the Contractor fails to satisfy its obligation for timely collection, additional collection vehicles and personnel shall be used to promptly remedy such failure. If the Contractor violates the City's Noise Ordinance, disciplinary hearings may be held by the License Commission, which could result in the suspension or revoking of the privilege to operate in the City.

On normal weeks, the Contractor is not required to provide collection service on Saturdays or Sundays. However, there shall be no collection on legal holidays, includes, but may not be limited to, New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Collection for those days and all remaining days of the week, shall occur one day late, this includes Saturday collection. The City will provide such schedule to the Contractor, which can be accessed at [www.cambridgema.gov/theworks](http://www.cambridgema.gov/theworks).

### **5-C Access**

As long as trash can be collected, the presence of obstructions or other difficult collections shall not negate the requirement to collect recyclables. Recycling drivers must notify the City in order to assist with the removal of obstructions (i.e. illegally parked cars, snow banks) whenever possible. The DPW Commissioner, or designee, will notify the Contractor of areas undergoing construction so that the Contractor may plan ahead in order to collect from these areas. The most current construction updates are posted on [www.cambridgema.gov/theworks](http://www.cambridgema.gov/theworks). Construction activity on any given street does not negate the obligation to pick up recyclables. Construction Contractors in Cambridge are obligated to provide recycling trucks access to the streets they are working on, or to bring the recyclables to an accessible location. If neither of these occurs after request by the driver, the Contractor must notify the City, and return to pick up on that street at the City's direction.

### **5-D Property Damage and Accidents**

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

The Contractor shall be responsible for any damage caused to private or public property caused by the Contractor or Subcontractor during operations. The Contractor must report to the City any accidents involving its vehicles or staff that cause personal injury or property damage in Cambridge within 30 minutes of each incident. In addition, the Contractor must submit a City supplied accident report form to the DPW Commissioner, or designee, for each accident or by the end of the business day in which the incident occurred.

See Section 3-D regarding damage caused to the City's recycling containers.

### **5-E Clean up on Route**

The Contractor must pick up all blown, littered and broken material resulting from collection and hauling. If at any time during collection and transport, recyclables are spilled onto a street, sidewalk, or private property, the Contractor shall clean up and place in the collection vehicle all recyclables 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 recyclables.

### **5-F Ice and Snow Policy**

The Contractor is not required to provide collection service on any given day when ice and snow causes the cancellation of regular City trash collection. Collections will be made according to the regular refuse ice and snow collection contingency schedule. At a minimum, residents will be notified of this policy in media announcements as coordinated by the City.

### **5-G Go Backs and Trouble Spots**

All service requests for recycling and yard waste pickup reported to the Contractor before 2:00 pm shall be responded to  
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on the same day, unless otherwise mutually agreed by the City and the Contractor Supervisor.

The Contractor is required to return to collect recycling when directed to do so by the City, from up to 200 non-contiguous-located "go backs" per week. These locations may have been missed by the driver or set out late by the resident. Contiguously located go backs, such as a whole street or a street section shall be picked up by the Contractor when directed to do so by the City and shall not count individually towards the weekly limit of 200 go backs. The average number is less than 20 per day, including both recycling and yard waste.

The City maintains a "trouble spot list" of addresses where residents cite ongoing collection problems. The City and the Contractor will monitor these addresses. The City will regularly review the list and ultimately determine which addresses should be added or removed. The Contractor is welcome to give feedback to the City on the trouble spot list.

The City will check these addresses as close to 7am as possible each morning to determine if the resident is putting recyclables out on time. Before the end of the day, the Contractor must check each address at which the City observed recyclables set out in the morning to ensure collection. If the City repeatedly observes recyclables set out on time at an address that continues to be missed, the City may cease to check it in the morning, but still require the Contractor to ensure collection. If the City receives a service call from a resident whose address is on the trouble spot list, and the City did not observe recyclables out at the resident's address on the morning of their pick up day, the Contractor does not have to return to that address to pick up recyclables that day.

### **5-H Supervision of Collection**

The Recycling Director and DPW Supervisor – Rubbish/Recycling shall supervise and maintain the contract. The Contractor and the City agree to inform one another with at least one week in advance of any change of key personnel or planned vacations. Any employee replacement must have qualifications equal or better than the predecessor.

The Contractor shall provide two cellular telephones with two-way radio to the DPW for use by the DPW Supervisor of Rubbish/Recycling and Recycling Director and shall pay all associated fees for the life of the contract. Coverage shall extend from Cambridge to Worcester at a minimum and include local calls. These cellular telephones should allow contact with the Contractor Supervisor, individual drivers, dispatchers and other pertinent Contractor personnel.

### **5-I Contractor Supervisor**

The Contractor shall provide a full-time Supervisor, who is physically present in Cambridge at all times and to whom all orders and directions pertaining to collection shall be given by the DPW Commissioner, or designee. The Supervisor shall be on call and reachable without delay from 7am to 4pm, 5 days per week. The Supervisor's vehicle shall have a mobile telephone and be equipped with a two-way radio system with the ability to communicate on the City's DPW radio frequency. The Supervisor's vehicle shall be able to accommodate go backs and any roadways unreachable by the primary vehicles. The Contractor shall always assign a substitute Supervisor when the regular Supervisor is on vacation or out sick. The Contractor shall give at least one week advance notice for the Supervisor's scheduled vacation time.

The Supervisor shall ensure that collection is carried out in accordance with performance measures in accordance with the contract.

The Contractor agrees that whenever the City notifies the Contractor in writing that the Supervisor is incompetent, unresponsive to complaints concerning the level of performance of collection and pick-up services, or is unable to deal with members of the public in a tactful and satisfactory manner, the Contractor shall investigate such complaint. If the Contractor is unable to correct the problem, the Contractor shall no longer assign such individual to serve as the Supervisor.

### **5-J Complaints**

Residents can report missed pick-ups, complaints or request information about the curbside program by calling the City at (617) 349-4800. The Supervisor shall contact the DPW Commissioner, or designee, during each workday to receive go backs and complaints. The Supervisor shall investigate and resolve all go backs and complaints regarding collection reported by 2:00pm on the same day.

The City and the Contractor may agree upon an alternative schedule for communicating and resolving complaints. Such schedule shall supersede the schedule described herein. Failure to satisfactorily resolve any complaint or go back, no matter how or when communicated to the Contractor, may result in liquidated damages. See Section 2-C and Attachment 18.

### **5-K Vehicles Required**

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The Contractor warrants that by the commencement date, it shall own or have the exclusive right to use a sufficient number of collection vehicles, and all necessary equipment, including reserve equipment in case of breakdowns of vehicles or equipment, so that there shall be no unnecessary delay in the collection of recyclables in accordance with this contract. **No collection vehicle used shall be more than 5 years old, at any time during the contract.** Prior to the commencement date, the Contractor shall furnish the DPW Commissioner, or designee, with a detailed list of all vehicles, including the make, body type and registration. The Contractor shall submit updates to this list so that the City always has an accurate list of vehicles and equipment currently being used by the Contractor. The City encourages bidder to utilize "green" vehicles for use under this contract. The term "green" refers to vehicles powered by alternative fuels, hybrid engines, etc.

The current Contractor uses 5 recycling non-compacting trucks to carry out weekly collection of dual stream recycling. The City's intention is to minimize traffic congestion and vehicle emissions. For non-yard waste collection, the Contractor shall use a maximum of six collection trucks per day unless previously approved by the City.

The Contractor shall notify the City prior to the addition of another vehicle or the long-term substitution of any vehicle. The City shall have the right to require the Contractor to provide additional vehicles as needed to provide adequate and timely collection and haul in accordance with the contract. If the Contractor fails to comply with such order within 90 days, such failure shall constitute a breach of the contract, and the City shall impose liquidated damages (See Attachment 18).

The City may require the Contractor to wrap the collection vehicles (completely or partially) with graphics developed by the City and installed by a private vendor. If this effort does not occur, all vehicles, which are substantially dedicated to the collection of recyclables in Cambridge must prominently display the Contractor's company's name, local phone number, the vehicle number (at least 6 inches high, on all sides), and a sign with lettering at least 12 inches high that reads: "City of Cambridge Recycling Collection. Reduce, Reuse, Recycle! [www.cambridgema.gov/recycle](http://www.cambridgema.gov/recycle), (617) 349-4800". The City will provide at least 45 days notice to the Contractor and coordinate closely regarding vehicle graphics, required lettering and removal procedures at contract's end..

The Contractor shall not use any vehicles dedicated for this contract to serve any private commercial accounts in the City. During the contract term, the City may require that the Contractor install additional signage on all trucks to further promote recycling and waste reduction.

Collection vehicles must be:

- In compliance with all state, federal and local laws and requirements.
- Compatible in width to accommodate the City's narrow roads and pervasive on-street parking;
- Compatible with City provided collection totes (See Attachment 19);
- Of sufficient size and capacity to operate efficiently;
- Able to accept cardboard boxes of any size and dumpsters up to ten cubic yards

The Contractor shall provide garage and yard for the equipment that is adequate and sufficient to provide all-weather, year-round operation. The Contractor shall provide all fuel for the vehicles.

The Contractor shall make adequate provision for maintenance and prompt repair of collection equipment. In the event of equipment breakdown, the Contractor will either repair or replace the disable vehicle within 2 hours. Any vehicle used temporarily to replace a vehicle under repair must meet the same vehicle specifications required in this section.

### **5-L Inspection, Condition and Use of Vehicles**

The Contractor shall present any and all collection vehicles and other equipment used in collection under the provisions of its contract for inspection and approval by the City at such times and places as may be reasonably requested.

The Contractor shall maintain all collection vehicles, reserve vehicles and all other vehicles and equipment used in collection in good condition and repair, including being neatly and uniformly painted, properly identified (Section 6-K) and do not result in mechanical failures leading to litter or damage to the City's collection containers throughout the contract term. At all times, the Contractor shall ensure that all vehicles and equipment are clean and kept in a sanitary condition. When the City notifies the Contractor that a collection vehicle does not adhere to the above standards, the Contractor shall promptly investigate and correct such problems within 2 weeks.

**All trucks used for collection under this contract shall enter the City empty at the beginning of the day, no earlier than 7am.** Vehicles dedicated to service Cambridge shall pick up no other wastes under private contracts or contracts with other entities other than the City of Cambridge while so engaged. Violation of this requirement will be considered a substantial breach of the Contract. The Contractor must obtain daily weight slips from the City's recycling Processor and Name of Bidder \_\_\_\_\_

composting facilities and must attach a copy of the weight slips to the monthly invoice. The DPW Commissioner, or designee, may direct up to ten percent of Contractor's trucks to weigh in and/or out at the beginning/end of the route at a scale at to be designated by the City.

The Contractor shall ensure that caution is used in the operation of all collection vehicles and shall specifically instruct all drivers and other personnel of the safety requirements described in the contract.

### **5-M Employees**

The Contractor shall employ competent and courteous employees and shall immediately discharge or transfer to duties outside a Municipality, any incompetent or discourteous employee when ordered to do so by a Municipality. The Contractor shall not again employ for work within a Municipality, any employee dismissed or transferred under the foregoing provisions without the consent of the impacted Municipality.

Collection employees shall adhere to all applicable federal, state and local laws and regulations. Collection employees shall be clean and neat in appearance and must wear a reflective safety vest with the name of the Company affixed. Shirts must be worn at all times, year-round. The Contractor will ensure that the Supervisor and drivers communicate professionally and appropriately on the City radio system and adhere to the City's radio etiquette standards.

When the City notifies the Contractor in writing that an employee is incompetent, disorderly, under the influence of alcohol and/or drugs, uses rude or improper language or is otherwise unsatisfactory in any manner, including the operation of collection vehicles, or is not employed in accordance with the provisions of this contract, the Contractor shall investigate such complaint and provide a response to the City within 2 weeks of the notification. If the behavior continues, the Contractor shall immediately discharge or transfer the employee to duties outside of Cambridge.

### **5-N Training and Licenses**

The Contractor warrants that all vehicle operators shall be trained in safe driving and vehicle operations prior to their commencement of services hereunder and shall at all times possess and carry the necessary valid and applicable commercial vehicle operator's license issued by the Commonwealth of Massachusetts.

The City shall have the right to approve the safety training provided. The Contractor shall use its best efforts to ensure that its vehicle operators comply with all applicable traffic and motor vehicle laws, regulations and local ordinances during collection. The Contractor shall explain the proper procedure to follow regarding property damage and accidents.

Before the Contractor permits a collection employee to begin work in the City, the Contractor must:

- Provide training in safe driving and vehicle operations
- Prepare, update and provide detailed route maps with all streets labeled legibly and frequently missed/hard to find spots shown to new drivers and train them on the collection route with this information
- Explain materials accepted and not accepted in the City's recycling program, and essential daily tasks for drivers described in the contract
- Arrange for the Supervisor to introduce the new employee to the DPW Commissioner, or designee, so the City can welcome the employee and explain the City's performance expectations and the Incentive Program.

The Contractor agrees to train employees to deal courteously with people en route and on the phone to promote the collection service and explain accepted recyclables and proper preparation. The City shall have the right to approve the content of such training and may encourage the Contractor to allow employees to attend free workshops offered by the City.

## **SECTION 6: PERFORMANCE, INCENTIVES AND EDUCATION**

### **6-A Performance Measures**

The Contractor is required to maintain a high level of performance. The City will provide the Contractor with regular feedback and will offer a recommendation for the Contractor in any year in which performance goals are met. Performance measures are developed to preserve resident satisfaction and evaluate the Contractor's performance. See Section 2-C and Attachment 18 for information about liquidated damages that the City shall be entitled to assess against the Contractor for its failure to perform specific contract obligations. The City reserves the right to reassess these measures and introduce new

Name of Bidder \_\_\_\_\_

items during the contract term.

**Reliable service**

- Do not begin collection before 7am.
- Take all properly prepared recycling on every street. Look carefully for recycling that may be hidden from view by parked cars.
- Resolve all go backs and special requests received from the City 2:00 pm on the same day.
- Monitor and service trouble spot locations on the regular collection day.
- Deliver toters as needed, empty full broken toters when requested, and collect broken toters in the course of the regular route.
- Empty public area recycling bins three times per week as specified in this contract.

**Customer Service:**

- Clean up any recyclables dropped. Litter messes will not be tolerated. All trucks must have a broom and shovel.
- Place recycling bins, toters and yard waste barrels back where they were found. Do not leave bins or toters blocking driveways, sidewalks or parking spots. Close toter lids during inclement weather.
- Handle bins and toters with care and report broken toters reliably;
- Employees treat residents and City employees with courtesy and respect. Foul language and unprofessional behavior will not be tolerated.
- Meet with the DPW Commissioner, or designee, weekly to review performance and troubleshoot problems.
- Management personnel investigate and promptly respond to issues communicated by the DPW Commissioner, or designee.

**Safety:**

- Drive safely and obey all traffic laws, regulations and ordinances. Traffic violations and accidents are kept to a minimum.
- Employees follow the proper procedure for property damage and accidents outlined in Section 6-D.
- Minimize traffic congestion during collection. If there are 3 or more cars waiting, the truck must pull over to let traffic pass or circle the block. Trucks must return to finish the street.
- Inspect vehicles daily to ensure all features are in good working condition, including back-up alarms, warning lights and toter lifts, and do not result in mechanical failures leading to litter or damage to the City's collection containers.
- Vehicles shall not be operated in reverse unless absolutely necessary, i.e., in the case of a dead-end street with no turn-around. Backing of vehicles is strictly prohibited if school-age children are in the area.

**Training and Education:**

- New drivers receive training in safe driving and vehicle operations.
- New drivers receive detailed route maps with all streets labeled legibly and frequently missed/hard to find spots shown to avoid collection problems.

Name of Bidder \_\_\_\_\_

- Drivers use rejection stickers for improperly prepared recycling and broken totes, checking the reason for rejection. Information is reported to Supervisor and submitted to City.
- Supervisor communicates professionally and appropriately on the City radio system and adheres to the radio etiquette standards established by the City.

### **6-B Incentive Program**

The City has established the performance measures detailed above to recognize excellent performance by the Supervisor, drivers and dispatchers, and to address problem areas. The City would welcome interest from the Contractor to work together to increase the program's effectiveness. Ultimately, the City will determine the performance goals that must be met in order for incentives to be provided. The City will spend up to \$2,500 per year on the Driver Incentive Program and the incentives may take the form of paycheck bonuses, days off, gift certificates, jackets, hats or other rewards that the City and the Contractor agree will motivate employees to meet and maintain performance goals.

### **6-C Meetings and Communication**

The Contractor Supervisor is required to meet with the DPW Commissioner, or designee, once a week to review performance and at least one representative. The Contractor's management personnel are required to attend monthly Recycling Advisory Committee meetings generally held the second Thursday morning of every month September-June and an annual meeting to discuss performance. The City may require the attendance of additional Contractor personnel at any given meeting.

Both parties agree to have their phone lines staffed Monday-Thursday (excluding legal holidays) from 8:30am-5pm and Friday from 8:30am-3pm. Both parties shall have fax machines operating 24 hours a day. The Contractor must supply an email address for the City to communicate requests related to the contract.

### **6-D Public Education**

The City shall plan and coordinate outreach and education to inform citizens of the curbside program and switch to single stream collection. The Contractor may distribute its own promotional materials subject to City approval and is encouraged to propose additional "value-added services" as described in Section 1-G. The Contractor shall participate in City directed promotion and education efforts as outlined below:

- Provide and distribute notices; designed by the City during collection regarding rejected materials that clearly identify the reason for rejection. The City shall approve the format and content of other notices before distribution.
- Participate once per year to promote the collection service at an area fair, neighborhood program or community event, including, but not limited to, participation and exhibition of a recycling truck at the DPW Road Show held annually during National Public Works Week. The truck shall be clean and appear to be new.
- Assistance with the development of and updates to a work plan for public education including, but not limited to development of communication goals, objectives, strategies, and evaluation criteria to encourage public participation.
- Advise the City on promotion and education material content and presentation. News releases pertaining to the ensuing contract or to the services to which it relates will not be made by the Contractor without prior approval by, and then only in coordination with, the City.
- Maintain a local phone number that is listed in the Boston Area white Pages that allows Cambridge residents to readily reach a representative of the company.

### **6-E Participation in Pilot Studies**

During the contract term, the City may desire to implement a pilot program to test new developments in collection, materials processing or solid waste management or to implement an evaluation of a program operated under this Contract. If such desire or program arises, the Contractor and the City shall determine procedures, equipment, and costs (if any) required to implement the program(s). The Contractor shall participate in good faith in implementation and operation of pilot and evaluation program(s) as mutually agreed to with the City.

In the event that the Contractor desires to test new developments in collection, materials processing, or solid waste management, the Contractor shall provide the City with written notice not less than 60 business days prior to the proposed implementation date. The Contractor shall not implement such program(s) without the City's prior written approval.

Name of Bidder \_\_\_\_\_

The City may choose to participate in RecycleBank or a similar program that would provide community-based rewards to residents for recycling. In this program the truck would read an RFID tag on bins and totes to record household participation. The route weight of the truck would be divided equally by the number of participating households. Each participating household would earn RecycleBank points for the pounds recycled. Households may redeem or donate these rewards to participating businesses or local schools or charities.

**ATTACHMENT 1: QUALITY REQUIREMENTS**

The information below is voluntary. A response or lack of response will not affect the competitiveness/status of your bid.

Minority/Women Business Status - Please indicate whether your business is SOWMBA (or another state) certified.	YES ___ NO ___
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**QUALITY REQUIREMENTS**

The City will reject any bid that does not meet the quality requirements below. A "NO" response or a failure to respond to any of the following quality requirements will result in a rejection of your proposal. Please read carefully.

All bidders must answer the following questions below:

1) Bidder and its subcontractors are entities duly organized, validly existing and in good standing under the law and are in the business of collecting and transporting recyclables;	YES ___ NO ___
2) It is true that the bidder and its subcontractors have no unsettled violations of any regulations or laws regulating the collection, transport or processing recyclables. Circle Yes if you have no unsettled violations.	YES ___ NO ___
3) The bidder has been engaged in the business of hauling materials for at least three years.	YES ___ NO ___
4) The bidder authorizes and requests any person, firm or corporation to furnish any information requested by the City to verify the statements comprising the Quality Requirements and Bid Submission Requirements.	YES ___ NO ___
5) It is true the bidder is currently not in bankruptcy, Circle Yes if you are not currently in bankruptcy.	YES ___ NO ___
6) Bidder can provide, upon request, proof of financial solvency.	YES ___ NO ___

**Bidders submitting prices for Item 1 (Curbside recycling) and Item 2 (Curbside yard waste) must also answer these additional questions.**

1) The bidder has experience with a minimum of three residential recyclables collection contracts for	
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Name of Bidder \_\_\_\_\_

at least three years, at least one of which is an urban community similar to Cambridge, characterized by narrow, one-way streets, large number of multi-family buildings and pervasive on-street parking. The City reserves the right to contact the references provided in determining whether the bidder meets this quality requirement. The City reserves the right to use itself as a reference.	YES ___ NO ___
3) The bidder will provide recycling collection trucks as required in Section 6-K and 6-L.	YES ___ NO ___
4) The bidder agrees to follow the specifications for a collection supervisor in Section 6-I.	YES ___ NO ___
5) With regard to reliable service, customer service, safety, training and education, the bidder agrees to take all necessary steps to ensure that all requirements regarding performance expectations listed in Section 7-A are met on a daily basis.	YES ___ NO ___
6) The bidder agrees to resolve all go backs and special requests received by 2:00pm on the same day in accordance with the performance requirements noted in Section 7-A.	YES ___ NO ___

**ATTACHMENT 2 BID SUBMISSION REQUIREMENTS**

Failure to submit documents requested may result in the determination that your bid is non-responsive unless the City of Cambridge deems such failure to be a minor informality.

- A. Bidders for Items 1 and 2 (Curbside Recycling and Yard Waste) must fully describe Contractor's experience with at least three recycling curbside collection, handling and transportation contracts, including contract value and role in contract.

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- B. Bidders for Item 3 (Public Area Bins) must fully describe Contractor's experience with at least three hauling and delivery contracts, including contract value and role in contract.

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- A. Bidders for Items 1 and 2 (Curbside Recycling and Yard Waste) must list a minimum of three recent (within past three years) references of residential recyclables collection contracts, at least one of which is an urban community similar to Cambridge. Contractor may provide additional references relevant to the Contractor's character and integrity, record of good business practices, management ability, and experience. The City reserves the right to

Name of Bidder \_\_\_\_\_

contact the references provided in determining whether the bidder is responsible. The City reserves the right to use itself as a reference.

<u>Name of Customer</u>	<u>Contact Person</u>	<u>Phone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. B. Bidders Bidders for Item 3 (Public Area Bins) must list a minimum of three recent (within past three years) references of hauling contracts, at least one of which is an urban community similar to Cambridge. Contractor may provide additional references relevant to the Contractor's character and integrity, record of good business practices, management ability, and experience. The City reserves the right to contact the references provided in determining whether the bidder is responsible. The City reserves the right to use itself as a reference.

<u>Name of Customer</u>	<u>Contact Person</u>	<u>Phone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. List of equipment to be used in this contract that meets the bid specifications. Specify which equipment will be used for each item Contractor is bidding on (i.e., Items 1 and 2 (Curbside and Yard Waste), and/or Item 3 (Public Area Bins).

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>REGISTRATION</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

4. Attach copies of all state, local, federal and other permits and approvals for processing facility and/or receiving stations for yard waste, public area bins and recyclables as applicable to bid.

5. Driver Training Program.

Describe in detail how all vehicle operators shall be trained in safe driving and vehicle operations, materials accepted

Name of Bidder \_\_\_\_\_



**ATTACHMENT 3: CERTIFICATIONS**

**Americans with Disabilities Act (42 U.S.C. 12131)  
Section 504 of the Rehabilitation Act of 1973  
Tax Compliance/Anti-Collusion**

**This form must be submitted with your bid**

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The bidder shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the bidder's services, the individual with the disability must meet the essential eligibility requirements for receipt of the bidder's services or participation in the bidder's programs or activities with or without: 1) reasonable modifications to the bidder's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its bid, the bidder certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the bidder is receiving federal funds.

The undersigned certifies under 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 "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the bidder has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Name of person signing bid)

\_\_\_\_\_  
(Name of Business)

Address: \_\_\_\_\_  
\_\_\_\_\_

Zip Code: \_\_\_\_\_

Name of Bidder \_\_\_\_\_

**ATTACHMENT 4:**

**CORI CERTIFICATION**

**CORI COMPLIANCE FORM**

Persons and businesses supplying goods and/or services to the City of Cambridge ("Vendors"), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy ("CORI Policy") attached hereto.

**CERTIFICATION**

The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy. All Vendors must check one of the three lines below.

- 1. \_\_\_\_\_ CORI checks are not performed on any Applicants.
- 2. \_\_\_\_\_ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.
- 3. \_\_\_\_\_ CORI checks are performed on some or all Applicants. The Vendor's CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

\_\_\_\_\_  
(Typed or printed name of person signing quotation, bid or Proposal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Name of Business)

**NOTE:**  
The City Manager, in his sole discretion may grant a waiver to any Vendor on a contract by contract basis.

**Instructions for Completing CORI Compliance Form:**  
A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor's CORI policy conforms to the policies, practices and standards set forth in the City's CORI Policy. A Vendor with a CORI policy that does NOT conform to the City's CORI Policy must check Line 3 and explain the reasons for its nonconformance in writing. Vendors, who check Line 3, will not be permitted to enter into contracts with the City, absent a waiver by the City Manager.

**This form must be submitted with your bid**

Name of Bidder \_\_\_\_\_

## City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.
2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.
3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.
4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.
5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.
7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.
8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.
9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record*. If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.
10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:
  - (a) Relevance of the crime to the position sought;
  - (b) The nature of the work to be performed;
  - (c) Time since the conviction;
  - (d) Age of the candidate at the time of offense;
  - (e) Seriousness and specific circumstances of the offense;
  - (f) The number of offenses;
  - (g) Whether the applicant has pending charges;
  - (h) Any relevant evidence of rehabilitation or lack thereof;
  - (i) Any other relevant information, including information submitted by the candidate or requested by the City.
11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.
12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.

13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Revised May 5, 2007

**ORDINANCE NUMBER 1312**

**Final Publication Number 3155. First Publication in the Chronicle on December 13, 2007.**

**City of Cambridge**

**In the Year Two Thousand and Eight**

**AN ORDINANCE**

**In amendment to the Ordinance entitled "Municipal Code of the City of Cambridge"**

**Be it ordained that Cambridge Municipal Code Chapter 2.112 is hereby amended by adding a new Section 2.112.060 entitled "CORI Screening by Vendors of the City of Cambridge" as follows:**

Adding after Section 2.112.050 the following new sections:

**SECTION 2.112.060**

**CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE**

**Sections:**

- 2.112.061 Purpose**
- 2.112.062 Definitions**
- 2.112.063 CORI-Related Standards of the City of Cambridge**
- 2.112.064 Waiver**
- 2.112.065 Applicability**
- 2.112.061 Purpose**

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Cambridge deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

**2.112.062 Definitions**

Unless specifically indicated otherwise, these definitions shall apply and control.

*Awarding Authority* means the City of Cambridge Purchasing Agent or designee.

*Vendor* means any vendor, contractor, or supplier of goods and/or services to the City of Cambridge.

**2.112.063 CORI-Related Standards of the City of Cambridge**

The City of Cambridge employs CORI-related policies, practices and standards that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies, practices and standards. The City of Cambridge will do business only with vendors who, when required by law to perform CORI checks, employ CORI-related policies, practices, and standards that are consistent with policies, practices and standards employed by the City of Cambridge. The awarding authority shall consider any vendor's deviation from policies, practices and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.

**2.112.064 Waiver**

The City Manager may grant a waiver to anyone who or which has submitted a request for waiver if it is objectively reasonable; and the City Manager, or a delegate, shall report promptly in writing to the City Council all action taken with respect to every request for a waiver and the reasons for the decision.

**2.112.065 Applicability**

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

In City Council January 28, 2008.

Passed to be ordained by a yea and nay vote:-

Yeas 9; Nays 0; Absent 0.

Attest: - D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury  
City Clerk

**ATTACHMENT 5: CERTIFICATE OF AUTHORITY**

This form must be submitted with your bid

MEETING OF THE BOARD OF DIRECTORS

20\_\_\_\_

At a meeting of the Directors of the \_\_\_\_\_

duly called and held at \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at which a quorum was present and acting, it

was VOICED THAT \_\_\_\_\_

the \_\_\_\_\_ of this corporation is

hereby authorized and empowered to make, enter into, sign, seal and deliver, in behalf of this corporation,

a Contract for \_\_\_\_\_ with the City of Cambridge.

I DO HEREBY CERTIFY that the above is a true and correct copy of the record, that said vote has not been amended or repealed and is in full force and effect on this date, and that \_\_\_\_\_

\_\_\_\_\_ is duly elected \_\_\_\_\_ of this corporation.

ATTEST:

Clerk or Secretary of the Corporation

(Affix Corporate Seal Here)

Name of Bidder \_\_\_\_\_

**ATTACHMENT 6: PRICE SUMMARY FORM**

Bidders may bid on curbside recycling and yard waste (items 1 and 2) and/or public area bins (item 3). Therefore, the City may award two separate contracts as a result of this bid. Note that curbside recycling and yard waste must be bid together – if a company bids on curbside recycling it must also bid on yard waste. Likewise, if a company bids on yard waste it must also bid on curbside recycling.

The City will contract separately with a recycling Processor.

Prices are requested for collection and hauling from curbside (item 1) and public area bins (item 3) to locations within five miles of Cambridge, Massachusetts and to locations greater than five miles but less than twenty-five miles.

Note that all quantities provided in these specifications and in this price summary form are best estimates provided for the purposes of determining the contract value and comparing bid prices. The City makes no guarantees that it will utilize the contract at the quantities provided.

Prices must remain firm for the entire contract and must include all costs associated with the services set forth in this bid. The hauler will not be responsible for processing fees and will not share in any revenue from recyclables except if awarded a contract based on an alternative bid.

**Bidders submitting prices for Items 1 and 2 must submit prices for each item in that section.**

**Bidders submitting prices for Item 3 must submit prices for both parts 3a and 3b.**

**Item 1: Weekly collection of single stream recycling delivered to a location within five miles of Cambridge, Massachusetts.**

Price for year one (July 19, 2010 – July 18, 2011):	\$ _____
Price for year two (July 19, 2011 – July 18, 2012):	\$ _____
Price for year three (July 19, 2012 – July 18, 2013):	\$ _____
Price for year four (July 19, 2013 – July 18, 2014):	\$ _____
Price for year five (July 19, 2014 – July 18, 2015):	\$ _____
<b>TOTAL ITEM 1</b>	<b>\$ _____</b>

**Item 2: Yard Waste**

**2a. Seasonal curbside weekly yard waste collection delivered to a composting facility determined by Contractor, April 1 – 2<sup>nd</sup> full week in December.**

Price for year one (July 19, 2010 – July 18, 2011):	\$ _____
Price for year two (July 19, 2011 – July 18, 2012):	\$ _____
Price for year three (July 19, 2012 – July 18, 2013):	\$ _____
Price for year four (July 19, 2013 – July 18, 2014):	\$ _____
	\$ _____

Name of Bidder \_\_\_\_\_

Price for year five (July 19, 2014 – July 18, 2015):	
<b>TOTAL ITEM 2a.</b>	\$ _____

**2b. Additional week of yard waste if requested by the City**

Price for year one (July 19, 2010 – July 18, 2011):	\$ _____ Per Year
Price for year two (July 19, 2011 – July 18, 2012):	\$ _____ Per Year
Price for year three (July 19, 2012 – July 18, 2013):	\$ _____ Per Year
Price for year four (July 19, 2013 – July 18, 2014):	\$ _____ Per Year
Price for year five (July 19, 2014 – July 18, 2015):	\$ _____ Per Year
<b>TOTAL ITEM 2b.</b>	\$ _____

<b>TOTAL ITEM 2 (a + b)</b>	\$ _____
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**TOTAL Items 1 + 2: \$ \_\_\_\_\_**

**Item 1 ADDITIONAL HAULING DISTANCE:**

Additional cost, if any, to haul and deliver single stream recyclables to location greater than five miles but within twenty-five miles of Cambridge, Massachusetts.

Price for year one (July 19, 2010 – July 18, 2011):	\$ _____ Per Year
Price for year two (July 19, 2011 – July 18, 2012):	\$ _____ Per Year
Price for year three (July 19, 2012 – July 18, 2013):	\$ _____ Per Year
Price for year four (July 19, 2013 – July 18, 2014):	\$ _____ Per Year
Price for year five (July 19, 2014 – July 18, 2015):	\$ _____ Per Year
<b>TOTAL ITEM 1 ADDITIONAL HAULING DISTANCE</b>	\$ _____

**TOTAL Items 1 + 2 + Additional Hauling Distance: \$ \_\_\_\_\_**

**Total Items 1 & 2 + Additional Hauling Distance in words: \_\_\_\_\_**

Name of Bidder \_\_\_\_\_

**Item 3: Public Area Recycling Bin Collection and Hauling**

**3a. Collection from street bins 3 times per week delivered to a recyclables processor determined by the contractor**

Price for year one (July 19, 2010 – July 18, 2011):	\$ _____ per bin/year X 45 = \$ _____ per year
Price for year two (July 19, 2011 – July 18, 2012):	\$ _____ per bin/year X 45 = \$ _____ per year
Price for year three (July 19, 2012 – July 18, 2013):	\$ _____ per bin/year X 45 = \$ _____ per year
Price for year four (July 19, 2013 – July 18, 2014):	\$ _____ per bin/year X 45 = \$ _____ per year
Price for year five (July 19, 2014 – July 18, 2015):	\$ _____ per bin/year X 45 = \$ _____ per year
<b>TOTAL ITEM 3a.</b>	\$ _____

**3b. Collection from interior park bins 3 times per week delivered to a recyclables processor determined by the contractor**

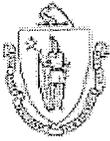
Price for year one (July 19, 2010 – July 18, 2011):	\$ _____ per bin/year X 50 = \$ _____ per year
Price for year two (July 19, 2011 – July 18, 2012):	\$ _____ per bin/year X 50 = \$ _____ per year
Price for year three (July 19, 2012 – July 18, 2013):	\$ _____ per bin/year X 50 = \$ _____ per year
Price for year four (July 19, 2013 – July 18, 2014):	\$ _____ per bin/year X 50 = \$ _____ per year
Price for year five (July 19, 2014 – July 18, 2015):	\$ _____ per bin/year X 50 = \$ _____ per year
<b>TOTAL ITEM 3b.</b>	\$ _____

**TOTAL Item 3a + 3b:** \_\_\_\_\_

**Total Item 3 in words:** \_\_\_\_\_

Name of Bidder \_\_\_\_\_

**ATTACHMENT 7: PREVAILING WAGE RATES**



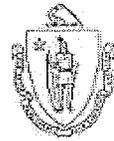
DEVAL L. PATRICK  
Governor

TIMOTHY P. MURRAY  
Lieutenant Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

**Prevailing Wage Rates**

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



SUZANNE M. BUMP  
Secretary of Labor and Workforce Development

GEORGE NOEL  
Director of Labor

LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

**Awarding Authority:** City of Cambridge

**Contract Number:**

**City/Town:** CAMBRIDGE

**Description of Work:** Collection and hauling of recyclables from curbside to designated recyclables processing facility.

**Job Location:** various

Classification	Effective Dates and Total Rates					
	07/01/2009	\$28.890	07/01/2010	\$29.590	07/01/2011	\$30.290
<b>Trash and Recycle</b>						
Laborer / Driver						

**Additional Apprentice Information:**

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

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

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

- \* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- \*\* Multiple ratios are listed in the comment field.
- \*\*\* The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:  
1 JM: 1 APP; 2-3 JM: 2 APP; 4-6 JM: 4 APP; 7-9 JM: 6 APP; 10-12 JM: 8 APP; 13-15 JM: 10 APP; etc.
- \*\*\*\* The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

**ATTACHMENT 8: LIVING WAGE ORDINANCE – CHAPTER 2.121**

**Chapter 2.121**

**LIVING WAGE ORDINANCE**

**Sections:**

- 2.121.010 Title and Purpose
- 2.121.020 Definitions
- 2.121.030 Living Wage
- 2.121.040 Waivers and Exceptions
- 2.121.050 Notification Requirements
- 2.121.060 Duties of covered Employers
- 2.121.070 Community Advisory Board
- 2.121.080 Enforcement
- 2.121.090 Severability
- 2.121.100 Effective Date

**2.121.010 Title and Purpose.**

This Chapter shall be known as the "Cambridge Living Wage Ordinance". The purpose of this ordinance is to assure that employees of the City of Cambridge and employees of City contractors, subcontractors and beneficiaries of tax abatements, loans, grants, subsidies and other assistance provided by the City earn an hourly wage that is needed to support a family of four.

**2.121.020 Definitions.**

For the purposes of this ordinance, the term:

(a) "**Applicable Department**" means the Personnel Department for employees of the City of Cambridge, the Purchasing Department, with the advice and assistance of the appropriate department which receives the services, for Covered Employers who contract or subcontract with the City of Cambridge, the School Department for employees, contractors and subcontractors of the School Department, and the City Manager's Office for any other Person who is a Beneficiary of assistance other than a contract or subcontract.

(b) "**Assistance**" means:

(1) any grant, loan, tax incentive, bond financing, subsidy, or other form of assistance valued at least \$10,000 that an employer receives by or through the authority or approval of the City of Cambridge, including, but not limited to, c. 121A tax abatements, industrial development bonds, Community Development Block Grant (CDBG) loans and grants, Enterprise Zone designations awarded after the effective date of this Chapter, and the lease of city owned land or buildings below market value; and

(2) any service contract, as defined herein, of at least \$10,000 with the City of Cambridge that is made with an employer to provide services pursuant to G.L.c. 30B or other public procurement laws, awarded, renegotiated or renewed after the effective date of this Chapter.

(3) any service subcontract, as defined herein, of at least \$10,000.

(c) "**Beneficiary**" means:

(1) any person who is a recipient of Assistance;

(2) any company or person that is a tenant or sub-tenant, leaseholder or sub-leaseholder of a recipient of Assistance, provided that said company or person employs at least 25 persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance, after the effective date of this Chapter; and

(d) "**Covered Employer**" means the City of Cambridge or a Beneficiary of Assistance.

(e) "**Covered Employee**" means:

(1) a person employed by the City of Cambridge except for persons in those positions listed in Section 2.121.040(j) of this ordinance; and

(2) a person employed by a Covered Employer, or a person employed by an independent contractor doing business with a Covered Employer, who would directly expend any of his or her time on the activities funded by the contract or the activities for which the Beneficiary received the Assistance, except for persons in those positions listed in Section 2.121.040(j) of

this ordinance..

(f) "**Living Wage**" has the meaning stated in Section 2.121.030.

(g) "**Person**" means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by the Commonwealth of Massachusetts.

(h) "**Service Contract**" means a contract let to a contractor by the City of Cambridge for the furnishing of services, to or for the City, except contracts where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service contract" for the purposes of this definition.

(i) "**Service Subcontract**" means a subcontract primarily for the furnishing of services, to or for a recipient of Assistance, except where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service subcontract" for the purposes of this definition.

#### 2.121.030 Living Wage.

(a) **Applicability.** Covered Employers shall pay no less than the Living Wage to their employees.

(b) **Amount of wage.** The Living Wage shall be calculated on an hourly basis and

shall be no less than \$10.00, subject to adjustment as provided herein. The Living Wage shall be upwardly adjusted each year no later than March first in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Annual Average Consumer Price Index for All Urban Consumers (CPI -U) Boston-Lawrence-Salem, MA - NH, as published by the Bureau of Labor Statistics, United States Department of Labor applied to \$10.00.

(c) **No reduction in collective bargaining wage rates.** Nothing in this Chapter shall be read to require or authorize any beneficiary to reduce wages set by a collective bargaining agreement.

(d) **Cuts in non-wage benefits prohibited.** No Beneficiary will fund wage increases required by this Chapter, or otherwise respond to the provisions of this Chapter, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of its employees.

#### 2.121.040 Waivers and Exceptions.

(a) **Waivers.** A Covered Employer may request that the City Manager grant a partial or whole waiver to the requirements of this Chapter.

(b) **General Waivers.** Waivers may be granted where application of this Chapter to a particular form of Assistance is found by the City Solicitor to violate a specific state or federal statutory, regulatory or constitutional provision or provisions, and the City Manager approves the waiver on that basis.

(c) **Hardship Waivers for certain not-for-profit employers.** An employer, who has a contract with the City of Cambridge which is not subject to the provisions of G.L. c. 30B, may apply to the City Manager for a specific waiver where payment of the Living

Wage by a not-for-profit Covered Employer would cause a substantial hardship to the Covered Employer.

**(d) Chapter 30B contract waivers.** Prior to issuing an invitation for bids for a procurement contract subject to the provisions of G.L. c. 30B, any Applicable Department may apply to the City Manager for a waiver of the application of the Living Wage to the contract where payment of the Living Wage by a Covered Employer would make it inordinately expensive for the City to contract for the services or would result in a significant loss of services, because the contracted work cannot be segregated from the other work of the Covered Employer.

**(e) General Waiver Request Contents.** All General Waiver requests shall include the following:

(1) The nature of the Assistance to which this Chapter applies;

(2) The specific or official name of the Assistance and Assistance program, the statutory or regulatory authority for the granting of the Assistance, and a copy of that authority;

(3) The conflicting statutory, regulatory, or constitutional provision or provisions that makes compliance with this Chapter unlawful, and a copy of each such provision; and

(4) A factual explication and legal analysis of how compliance with this Chapter would violate the cited provision or provisions, and the legal consequences that would attach if the violation were to occur.

**(f) Hardship Waiver Request Contents.** All Hardship Waiver requests shall include the following:

(1) The nature of the Assistance to which this Chapter applies;

(2) A detailed explanation of why payment of the Living Wage would cause a substantial hardship to the Covered Employer; and

(3) A statement of proposed wages

below the Living Wage.

**(g) Chapter 30B Contract Waiver Request Contents.** A Chapter 30B contract waiver request shall include the following:

(1) The nature of the Assistance to which this Chapter applies;

(2) A detailed explanation of why the contracted work cannot be segregated from the other work of the bidding Covered Employers thereby making the cost of the contract with the payment of the Living Wage inordinately expensive or would result in a significant loss of services;

**(h) Community Advisory Board review and recommendation regarding waiver requests.** The Community Advisory Board, as described in Section 2.121.070 of this ordinance, shall consider waiver requests along with their supporting documentation and analysis, and may hold a public hearing to consider the views of the public before making a recommendation to the City Manager regarding the waiver request. For a hardship waiver, the Community Advisory Board shall offer an opportunity to be heard to employees of the Covered Employer. After reviewing the recommendation of the Community Advisory Board, the City Manager may approve and grant or deny all or part of a request. The City Manager may in his or her discretion grant a temporary hardship waiver pending the hearing before the Community Advisory Board. For Chapter 30B contract waivers, the Community Advisory Board shall make its recommendation to the City Manager no more than thirty days after it is notified of the request for a Chapter 30B contract waiver.

**(i) Terms of exceptions.** If an employer is subject to this Chapter as a result of its receipt of more than one kind of Assistance covered by this Chapter, and if the City Manager grants a waiver with respect to one form of Assistance, the City Manager need not find that this Chapter is inapplicable to

the employer with respect to another form of Assistance received by the employer.

**(j) Exceptions.** The following positions will be excepted from the requirement of the payment of the Living Wage upon certification in an affidavit in a form approved by the Applicable Department and signed by a principal officer of the Covered Employer that the positions are as follows:

(1) youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program;

(2) work-study or cooperative educational programs;

(3) trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case management, or job readiness services.

(4) persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, or job coaching;

(5) positions where housing is provided by the employer;

(6) employees who are exempt from federal or state minimum wage requirements; and

(7) individuals employed by the City of Cambridge where the employment of such individuals is intended primarily to provide a benefit or subsidy to such individuals, although the City is compensating them for work performed.

**2.121.050 Notification Requirements.**

All Applicable Departments shall provide in writing an explanation of the requirements of this ordinance in all requests for bids for service contracts and to all

persons applying for Assistance as defined by this ordinance. All persons who have signed a service contract with the City of Cambridge or a contract for Assistance shall forward a copy of such requirements to any person submitting a bid for a subcontract on the Assistance contract.

**2.121.060 Duties of Covered Employers.**

**(a) Notification Requirements.** Covered employers shall provide each Covered employee with a fact sheet about this ordinance and shall post a notice about the ordinance in a conspicuous location visible to all employees. The fact sheet and poster shall be provided to the Covered Employer by the Applicable Department and shall include:

(1) notice of the Living Wage amount;

(2) a summary of the provisions of this ordinance;

(3) a description of the enforcement provisions of the ordinance;

(4) the name, address, and phone number of a person designated by the Applicable Department to whom complaints of noncompliance with this ordinance should be directed.

**(b) Contract for Assistance.** At the time of signing a contract for assistance with the City of Cambridge or with a Beneficiary, the contract must include the following:

(1) the name of the program or project under which the contract or subcontract is being awarded;

(2) a local contact name, address, and phone number for the Beneficiary;

(3) a written commitment by the Beneficiary to pay all Covered Employees not less than the Living Wage as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;

(4) a list of Covered Employees under the contract with the employees' job

titles;

(5) a list of all subcontracts either awarded or that will be awarded to Beneficiaries with funds from the Assistance. Upon signing any subcontracts, the Covered Employer shall forward a copy of the subcontract to the Applicable Department.

**(c) Maintenance of payroll records.** Each Covered Employer shall maintain payrolls for all Covered Employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the job title and classification, the number of hours worked each day, the gross wages, deductions made, actual wages paid, and copies of social security wage and withholding reports, and evidence of payment thereof and such other data as may be required by the Applicable Department from time to time.

**(d) Applicable Department duties.** The Applicable Department shall cause investigations to be made as may be necessary to determine whether there has been compliance with this Ordinance. The Applicable Department shall report the findings of all such investigations to the Community Advisory Board.

**(e) Covered Employer to cooperate.** The Covered Employer shall submit payroll records on request to the Applicable Department. The Covered Employer shall permit City representatives to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

**(f) City Assistance Reports.** Each Applicable Department shall file a City Assistance Report with the City Manager and the Community Advisory Board by July 31 of each year. The report shall include, for

each Assistance package or contract approved during the preceding fiscal year:

(1) the name of the Applicable Department (awarding agency), the name of the specific program under which the Assistance was awarded, and the origin of funds for Assistance;

(2) a description of the purpose or project for which the Assistance was awarded;

(3) the name, address, and phone number of a local contact person for the Covered Employer;

(4) the total cost to the City of Assistance provided to each Beneficiary, including both face-value of Assistance, as well as revenue not collected as a result of the Assistance.

#### **2.121.070 Community Advisory Board.**

**(a) Purpose.** The purpose of the Community Advisory Board shall be to review the effectiveness of this Ordinance at creating and retaining Living Wage jobs, to make recommendations to the City Manager regarding the granting of Waivers to Covered Employers, to review the implementation and enforcement of this ordinance, and to make recommendations from time to time in connection therewith.

**(b) Composition.** The Community Advisory Board shall be composed of nine members and shall include representatives of labor unions, community organizations and the business community. All members will be appointed by the City Manager. Members of the Board shall serve a three-year term. Whenever a vacancy shall occur the City Manager shall appoint a replacement within thirty days of said vacancy.

**(c) Meetings.** The Community Advisory Board shall meet quarterly and in special session as required. All meetings of the Board shall be open to the public and will

allow for public testimony on the uses of the City Assistance generally, and on specific instances of Assistance or proposed Assistance as received or sought by individual enterprises.

**(d) Conflict of Interest.** No member of the Community Advisory Board shall participate in any proceeding concerning a Beneficiary, a Covered Employer or a Covered Employee, or applicant for waiver or exemption, if the member or any member of his or her immediate family has a direct or indirect financial interest in the outcome of said proceeding.

#### **2.121.080 Enforcement.**

**(a) Enforcement powers.** In order to enforce this Chapter, the Applicable Department may, with the approval and assistance of the City Solicitor, issue subpoenas, compel the attendance and testimony of witnesses and production of books, papers, records, and documents relating to payroll records necessary for hearing, investigations, and proceedings. In case of failure to comply with a subpoena, the City may apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the productions of books, papers, records, and documents. Said court, in the case of a refusal to comply with any such subpoena, after notice to the person subpoenaed, and upon finding that the attendance or testimony of such witnesses or the production of such books, papers, records, and documents, as the case may be, is relevant or necessary for such hearings, investigation, or proceedings, may issue an order requiring the attendance or testimony of such witnesses or the production of such documents and any violation of the court's order may be punishable by the court as contempt thereof.

**(b) Complaint procedures.** An employee who believes that he or she is a Covered

Employee or an applicant for a position to be filled by a Covered Employee who believes that his or her employer is not complying with requirements of this Chapter applicable to the employer may file a complaint with the Applicable Department or with the Community Advisory Board. Complaints of alleged violations may also be filed by concerned citizens or by the City Council. Complaints of alleged violations may be made at any time, but in no event more than three years after the last date of alleged violation, and shall be investigated promptly by the Applicable Department. Statements written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Employer without the consent of the employee.

**(c) Investigations and hearings.** The Applicable Department shall investigate the complaint, and may, in conjunction with the City Solicitor, and in accordance with the powers herein granted, require the production by the employer of such evidence as required to determine compliance. Prior to ordering any penalty the applicable Department shall give notice to the employer and conduct a hearing. If at any time during these proceedings, the employer voluntarily makes restitution of the wages not paid to the employee making the complaint and to any similarly situated employees, by paying all back wages owed plus interest at the average prior year Massachusetts passbook savings bank rate, or otherwise remedies the violation alleged if the violation involves matters other than wages, then the Applicable Department shall thereafter dismiss the complaint against the employer.

**(d) Remedies.** In the event that the Applicable Department, after notice and hearing, determines that any Covered Employer has failed to pay the Living Wage rate or has otherwise violated the provisions of this Chapter, the Applicable Department may order any or all of the following

penalties and relief:

(1) Fines up to the amount of \$300 for each Covered Employee for each day that the Covered Employer is in violation of this Ordinance, except if the violation was not knowing and willful, then the total fine shall not exceed the amount of back wages plus interest owed;

(2) Suspension of ongoing contract and subcontract payments;

(3) Ineligibility for future City Assistance for up to three years beginning when all penalties and restitution have been paid in full. In addition, all Covered Employers having any principal officers who were principal officers of a barred beneficiary shall be ineligible under this section; and

(4) Any other action deemed appropriate and within the discretion and authority of the city.

Remedies in this section shall also apply to the party or parties aiding and abetting in any violation of this chapter.

**(e) Private right of action.** Any Covered Employee, or any person who was formerly employed by a Beneficiary, may bring an action to enforce the provisions of this Chapter to recover back pay and benefits, attorneys fees and costs, by filing suit against a Beneficiary in any court of competent jurisdiction.

**(f) Remedies herein non-exclusive.** No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under this Chapter in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

**(g) Retaliation and discrimination barred.**

A Covered Employer shall not discharge, reduce the compensation or otherwise retaliate against any employee for making a complaint to the City, otherwise asserting his or her rights under this Chapter,

participating in any of its proceedings or using any civil remedies to enforce his or her rights under the Chapter. The City shall investigate allegations of retaliation or discrimination and shall, if found to be true, after notice and a hearing, order appropriate relief as set out in paragraphs (c) and (d) herein

#### **2.121.090 Severability.**

In the event any provision of this ordinance shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

#### **2.121.100 Effective Date.**

This law shall be effective sixty (60) after final passage.

The Living Wage Ordinance (2.121) provides, at 1.121.030(b) that the wage shall be upwardly adjusted each year no later than March 1<sup>st</sup> in proportion to the increase in the Annual Average Consumer Price Index for the prior calendar year for All Urban Consumers (CPI-U) in the Boston area, as published by the federal Bureau of Labor Statistics.

For calendar year 1999, the CPI-U increased by 2.5%. Therefore the new living wage, as of March 1, 2000 is \$10.25.

For calendar year 2000, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2001 is \$ 10.68.

For calendar year 2001, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2002 is \$11.11.

For calendar year 2002, the CPI-U increased by 2.6%. Therefore the new living wage, as of March 1, 2003 is \$11.37.

The City Council has voted to amend the section of the Living Wage Ordinance (1.121.030 (b) that provides the method for calculating cost of living increases each year. As a result of this change, the living wage as of March 30, 2003 is \$11.44.

For calendar year 2003, the CPI-U increased by 3.76%. Therefore the new living wage, as of March 1, 2004 is \$11.87.

For calendar year 2004, the CPI-U increased by 2.7%. Therefore the new living wage, as of March 1, 2005 is \$12.19.

For calendar year 2005, the CPI-U increased by 3.3%. Therefore the new living wage, as of March 1, 2006 is \$12.59.

For calendar year 2006 the CPI-U increased by 3.1 %. Therefore the new living wage, as of March 1, 2007 is \$12.98.

For calendar year 2007 the CPI-U increased by 1.9 %. Therefore the new living wage, as of March 1, 2008 is \$13.23.

For calendar year 2008 the CPI-U increased by 3.5 %. Therefore the new living wage, as of March 1, 2009 is \$13.69.

**ATTACHMENT 9: SAMPLE ARTICLES OF AGREEMENT**

City Of Cambridge

Sample Articles of Agreement For Services

Commodity:

File Number:

State Contract:

This agreement is made and entered into this \_\_\_\_\_, by and between the City Of Cambridge ("the CITY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and \_\_\_\_\_, existing under the laws of the State of \_\_\_\_\_ ("the Contractor").

Address:

Telephone, Fax, E-mail:

**Article I. Definition.** "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the Contractor's bid or proposal.

**Article II. Duration.** The Contractor shall commence the performance of this contract for the period beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

**Article III. Terms.** The Contractor agrees to provide the services all in accordance with the bid documents of (bid opening date) or (proposal if appropriate).

Contract Value:

**Article IV. Payment.** The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. Contractor shall invoice department to which it provided the service, not the Purchasing Department.

**Article V. Termination.** The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

**Article VI. Damages.** From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

**Article VII. Conflict.** In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.

**Article VIII. Governing laws and ordinances.** This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

**Article IX. Performance Security.** Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of \_\_\_\_\_ of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

**Article X. Equal Opportunity.** the Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The city may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

**Article XI. Assignability.** the Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

In witness whereof the parties have hereto and to four other identical instruments set their hands the day and year first above written.

Approved as to Form:

The Contractor:

\_\_\_\_\_  
Donald A Drisdell  
City Solicitor

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Robert W. Healy  
City Manager

\_\_\_\_\_  
Cynthia H. Griffin  
Purchasing Agent

Bidder Name: \_\_\_\_\_

**ATTACHMENT 10: DATA ON TONNAGE, HOUSING, CITY BUILDINGS, AND NON-PROFITS**

The City has made its best effort to provide accurate information herein. However, it is ultimately the responsibility of the bidder to verify any information that is critical to the preparation of his/her bid. The Department makes no guarantee that the estimates provided in these bid documents will remain the same in the future. 1 ton = 2000 pounds.

<b>TONNAGE CURBSIDE RECYCLABLES</b>		
FISCAL YEAR	PAPER	COMMINGLED
FY09	5493	2561
FY08	5964	2515
FY07	5847	2264
FY06	6268	2002
<b>AVERAGE</b>	<b>5893</b>	<b>2336</b>

<b>YARD WASTE TONS</b>				
	FY09	FY08	FY07	FY06
July	205	145	143	233
August	192	138	152	262
September	170	121	122	150
October	198	155	187	152
November	404	347	430	447
December	130	138	172	87
April	213	263	191	168
May	200	225	202	180
June	173	197	165	168
<b>TOTAL</b>	<b>1885</b>	<b>1729</b>	<b>1764</b>	<b>1813</b>

<b>HOUSING BUILDING STATISTICS</b>		
Units	Total Number of Buildings	Total Number of Households
1	3724	3724
2	3551	7102
3	2084	6252
4	432	1728
5	172	860
6	381	2286
7	55	385
8	94	752
9	51	459
10	35	350
11	18	198
12	59	708
13+	393	20,149
<b>TOTAL</b>	<b>11,049</b>	<b>44,953</b>

<b>CITY BUILDINGS, SCHOOLS AND NON-PROFITS</b>		
	# Buildings	# Toters
City Buildings	36	108
Public Schools	12	114
Private Schools (2 schools with a private recycling hauler)	11	38
Non Profits	100	24 (estimate)
<b>Total</b>	<b>159</b>	<b>284</b>

1. The Contractor will be required to collect from new buildings and buildings currently served by private recycling haulers during the contract term at no additional cost.

**ATTACHMENT 11: PUBLIC AND PRIVATE SCHOOLS**

PICK UP	PUBLIC SCHOOL	ADDRESS	SETOUT LOCATION	CARDBOARD DUMPSTER
Fri	Amigos	100 Putnam Avenue	Putnam Street	4 cy – receiving area off Kinnaird Street
Fri	King Open*	850 Cambridge Street	Berkshire and Willow	6 cy – behind school off Berkshire Street
Fri	M.L King*	100 Putnam Avenue	Putnam Street	Shares dumpster with Amigos
Fri	Morse*	40 Granite Street	Granite Street -3 stops	2 cy –on Magazine Street
Mon	Graham & Parks	44 Linnaean Street	Linnaean and Walker	2 cy – driveway on Walker St
Mon	Peabody*	70 Rindge Avenue	Haskell Street	2 cy – behind school off Haskell Street
Thurs	Cambridgeport	89 Elm Street	Elm Street	None
Thurs	Fletcher/Maynard	225 Windsor Street	Broadway	2 cy – on Broadway
Thurs	Kennedy-Longfellow	158 Spring Street	Fulkerson Street	6 cy – Fulkerson St loading dock
Tues	Haggerty	110 Cushing Street	Cushing Street	Hamper
Tues	Tobin	197 Vassal Lane	Rear loading dock	2 cy – loading dock behind school
Wed	CRLS 9 <sup>th</sup> Grade Campus	359 Broadway	Antrim Street	Hamper
Wed	Baldwin	28 Sacramento Street	On Oxford Street	None
Wed	CRLS High School	459 Broadway	Cambridge St loading dock	8 cy – on Cambridge Street

\* These locations require pickup at 7am before parked vehicles restrict access.

PICK UP	PRIVATE SCHOOL	ADDRESS	SETOUT LOCATION
Fri	German School of Boston	54 Essex St.	Harvard Street
Fri	Somerville Charter School	50 Essex St.	Essex Street
Mon	Benjamin Banniker Charter School	21 Notre Dame Ave.	Sargent Street
Mon	Cambridge Friends School	5 Cadbury Rd.	Cadbury Road
Mon	Cambridge Montessori School (2)	129 Sherman St.	Bellis Circle
Mon	Ecole Bilingue	45 Matignon Rd.	Matignon Road
Mon	North Cambridge Catholic	40 Norris St.	Norris Street
Mon	Matignon High School	1 Matignon Rd.	Matignon Road
Tues	Cambridge Montessori School (1)	161 Garden St.	Garden Street
Tues	Fayerweather Street School	765 Concord Ave.	Spinelli Place
Tues	Shady Hill School	178 Coolidge Hill	Coolidge Hill
Tues	St. Peter's School	96 Concord Ave.	Manassas Avenue
Wed	Cambridge Ellis School	96 Concord Ave.	Trowbridge

**ATTACHMENT 12: CITY BUILDINGS**

PICK UP DAY	CITY BUILDING	LOCATION	CARDBOARD DUMPSTER
Monday	North Cambridge Crime Taskforce	325 Rindge Avenue	None
Monday	Engine 4	2029 Massachusetts Avenue	None
Monday	Gately Youth Center	70-R Rindge Avenue	None
Monday	O'Neill Branch	70 Rindge Avenue	None
Tuesday	Boudreau Branch	245 Concord Avenue	None
Tuesday, no later than 8:30am	Cambridge Cemetery	76 Coolidge Avenue	None
Tuesday	Collins Branch	64 Aberdeen Avenue	None
Tuesday	Engine 8/Ladder 4	113 Garden Street	None
Tuesday	Engine 9	167 Lexington Avenue	None
Tuesday	Golf Course Club House	691 Huron Avenue	2 cy – parking lot
Tuesday	West Cambridge Youth Center	Corcoran Park	None
Tuesday	Water Department	250 Fresh Pond Pkwy	2 cy – receiving area sidewalk
Wednesday	School Committee/Maintenance	454-456 Broadway	None
Wednesday	City Hall Annex	344 Broadway	None
Wednesday	Coffon Building	51 Inman Street	None
Wednesday	Fire Headquarters	491 Broadway	None
Wednesday	Lombardi Building	831 Massachusetts Avenue	None
Wednesday	Main Library	449 Broadway	None
Thursday	North Cambridge Senior Center	2050 Massachusetts Avenue	None
Thursday	Public Works	147 Hampshire Street	None
Thursday	Engine 3/Ladder 2	175 Cambridge Street	None
Thursday	Frisoli Youth Center	61 Willow Street	None
Thursday	O'Connell Branch	48 Sixth Street	None
Thursday	School Administration Building	159 Thorndike	Bulk
Thursday	Valente Branch	826 Cambridge Street	None
Thursday	Engine 5	1384 Cambridge Street	None
Friday	Area 4 Youth Center	243 Harvard Street	None
Friday	Central Square Branch	45 Pearl Street	None
Friday	City Hall	795 Massachusetts Avenue	None
Friday	Community Learning Center	19 Brookline Street	None
Friday	Engine 2/Ladder 3	378 Massachusetts Avenue	None
Friday	Engine 6	176 River Street	None
Friday	Moore Teen Center	11 Gilmore Street	None
Friday	Police Headquarters	5 Western Avenue	None
Friday	Senior Center	806 Massachusetts Avenue	Hamper – Green Street

**ATTACHMENT 13: APARTMENT BUILDINGS SERVED BY A PRIVATE RECYCLING HAULER**

Trash Day	#	Address	Units
Monday	1-11	Gray Street	23
Tuesday	1	Aberdeen Way	10
Tuesday	10	Buckingham Street	
Tuesday	80	Sparks Street	
Tuesday	93-95	Winthrop Street	6
Wednesday	694-702	Green Street	20
Wednesday	16	Mellen Street	6
Wednesday	8	Plympton Street	45
Wednesday	20-20a	Prescott Street	40
Wednesday	22-24	Prescott Street	41
Wednesday	85-95	Prescott Street	82
Wednesday	1306	Massachusetts Avenue	41
Wednesday	472-474	Broadway	19
Wednesday	41-43	Banks Street	6
Wednesday	5	Everett Street	6
Wednesday	23-25	Flagg Street	6
Wednesday	12	Mellen Street	6
Wednesday	16	Prescott Street	6
Wednesday	9-13a	Ware Street	98
Thursday	75-83	Cambridge Parkway	206
Thursday	157	Sixth Street	37
Thursday	285	Third Street	292
Friday	101	Western Avenue	48

\* Additional buildings may be added to the weekly curbside recycling service during the contract term, at no additional cost to the City, as programs are established, new buildings are built and/or buildings served by a private hauler choose to switch to the City's recycling Contractor. The Contractor is required to deliver containers to and provide collection service to buildings currently receiving recycling service from a private hauler if directed by the City.

**ATTACHMENT 14: TOTER SPECIFICATIONS**

Six brands of "toters" are in use in Cambridge: Otto, Rehrig Pacific HuskyLites, IPL, Schaefer and Toter Inc.

<p><b>Ottocarts</b> Compatible with rear, side or front-loader trucks and fully automated side loaders. Features compatible with fully automated arm lift systems and semi-automated bar lift systems.</p> <p>Model number MSD-68, <u>68 gallons</u> Height: 42.25" Width: 25.5" Depth: 26.7"</p> <p>Model number MSD-95, <u>100 gallons</u> Height: 46.5" Width: 26.4" Depth: 33.6</p>	<p><b>Rehrig Pacific HuskyLites</b> Compatible with semi-automated front and rear loaders, and fully automated side loaders.</p> <p>HuskyLite 95, <u>95 gallons</u> Height: 42.125" (w/lid) Width: 28.5" Depth: 34.125"</p>	<p><b>IPL</b> Compatible with semi-automated American hold (A3) and European hold (A1) and fully automated arm lift systems.</p> <p>Model number 60204, <u>95 gallons</u> Height: 46" (w/ lid) Width: 26.6" Depth: 34"</p> <p>Model number 60213, <u>65 gallons</u> Height: 40 3/16" Width: 23.3" Depth: 26 3/8"</p>
<p><b>Zarn</b> Model: City Cart 3190, <u>95 gallons</u> Height: 45" Width 28 5/8" Depth 35"</p>	<p><b>Schaeffer</b> Compatible with bar lock lifters or automated grabbers.</p> <p>Model: USD 95B, <u>95 gallons</u> Height: 46.5" Width: 28" Depth: 30.5"</p> <p>Model: USD 65B, <u>65 gallons</u> Height: 42.2" Width: 26" Depth: 26.8"</p>	<p><b>Toter Inc.</b> Compatible with both fully automated and semi-automated lifters.</p> <p>Model: #74596, <u>96 gallons</u> Height: 46.75" Width: 26.75" Depth: 35"</p> <p>Model: #74564, <u>64 gallons</u> Height: 41.75" Width: 24" Depth: 31.5"</p>

**ATTACHMENT 15: PERFORMANCE MEASURE DATA**

The average number of go backs is typically:

- Recycling: ≤ 10/DAY
- Yard Waste: ≤ 10/DAY

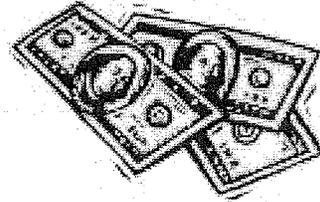
	FY09	FY08	FY07	FY06	FY05	FY04	FY03
Litter Mess	29	23	8	0	31	23	13
Bins / totes: Mishandling, misplacement	31	15	16	0	23	17	16
Excessive misses, repeat go backs	18	16	7	0	10	7	9
Some Recycling Left Behind	8	5	6	0	8	6	1
Truck Did Not Allow Traffic to Pass	8	6	4	0	7	7	3
Rude Behavior	12	5	3	9	3	8	3
Traffic Violations, fast/reckless driving	10	4	4	5	5	0	1
Early start	0	0	4	7	5	5	0
Accidents or Property Damage	33	18	16	21	25	10	5
<b>TOTAL</b>	<b>149</b>	<b>92</b>	<b>68</b>	<b>42</b>	<b>117</b>	<b>83</b>	<b>51</b>
<b>Average Complaints Per Month</b>	<b>12</b>	<b>8</b>	<b>6</b>	<b>4</b>	<b>10</b>	<b>7</b>	<b>4</b>

**ATTACHMENT 16: INCENTIVE PROGRAM BROCHURE**

**City of Cambridge**

# Driver Incentive Program

Earn money by collecting more recycling and yard waste!



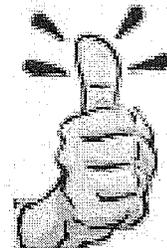
## How does it Work?



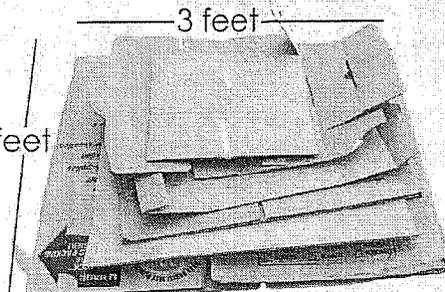
The City pays each driver 6 cents for each ton recycled, divided by the number of drivers. If all of the goals are met, you will also get a \$50 bonus. F.W. Russell will match the City's payment.

## What are the Goals?

- Maintain and improve performance.
- Cooperate with your Supervisor and each other.
- Pick up "troublespots" and "go backs" reliably.



## The more you pick up, the more money you earn!



**ATTACHMENT 17: YARD WASTE LABEL**

The Contractor will provide the City with 5,000 labels per season that meet the following specifications: The labels are 15" long and 3 3/4" high. They are printed on white vinyl stock with white lettering on a solid PMS 225 background. The text is "YARD WASTE ONLY". Superimposed on the text is a black rectangle 1/4" high by 3 3/4" long with reverse out white letters that reads "FACE LABEL TOWARDS STREET."



**ATTACHMENT 18: LIQUIDATED DAMAGES**

A.	Failure to immediately clean -up major spill during collection in or outside the City as a result of a truck failure to contain recyclables.	\$1000 per occurrence
B.	Failure to immediately clean -up minor spill, or litter mess, during collection.	\$150 per occurrence
B.	Willful mishandling of recycling bins, totes, barrels or dumpsters.	\$50 per occurrence
C.	Replacement of recycling containers such that they obstruct pedestrian walkways, driveways, parking places or are not at the location where they were set out for collection.	\$50 per occurrence
D.	Following notice of a go back, failure to collect recyclables from a specific location.	\$150 per occurrence
E.	Failure to collect recyclables from five+ locations on the same day as the regular collection route or by 12pm of the following day if so authorized by the City.	\$500 per occurrence
F.	Failure to pick up an address on the trouble spot list that is observed by the City to have recyclables set out or that is designated to be checked by the Contractor only.	\$150 per occurrence
G.	Failure to leave a checked off notice on material rejected due to contamination or improper preparation.	\$50 per occurrence
H.	Failure to notify the City of any address on the same collection day that a rejection occurred or on the following day if so authorized by the City.	\$50 per occurrence
I.	Failure for any truck to not be equipped with a clipboard, paper, and writing instrument to record addresses where rejections occurred or a shovel and broom for employees to clean up litter messes created during the course of collection.	\$100 per occurrence
J.	Employee misconduct or incompetent performance including obscenities, dishonesty, or intoxication by alcohol or illegal drugs.	\$50 per occurrence
K.	Failure to empty public area recycling containers on the scheduled day.	\$50 per occurrence
L.	Failure to deliver a toter on the scheduled day.	\$50 per toter per day
M.	Continued violation of traffic laws, ordinances or regulations during the collection and haul, after written notice to correct from the City.	\$250 per occurrence
N.	Failure to inform City within 30 minutes of route deviation, truck breakdown, accident or property damage.	\$100 per occurrence
O.	Failure by the Supervisor to call in prior to the end of each workday.	\$100 per occurrence
P.	Failure to maintain direct contact, either by phone or radio contact between the City and the Supervisor and drivers and between all vehicles servicing the City.	\$250 per occurrence
Q.	Failure by Contractor's management personnel to respond to the City within 48 hours of any written or phone correspondence.	\$250 per occurrence
R.	Beginning any single collection route prior to 7am or finishing after 4pm without the City's prior consent.	\$100 per truck per day
S.	Failure to repair any vehicle within 2 weeks that the City reports may have mechanical failures leading to litter or damage to the City's collection containers.	\$100 per truck per day
T.	Failure to comply with an order from the City to provide additional trucks to maintain timely collection and haul in accordance with the contract.	\$100 per truck per day
U.	Use of unmarked or uninspected collection vehicles.	\$500 per occurrence
V.	Use of a collection vehicle for collection and/or haul of recyclable materials or waste other than under the provisions of the Contract.	\$1,500 per occurrence
W.	Improper disposal of recyclables by landfilling or incineration.	\$2,000 per occurrence
X.	Failure to submit weight slips with monthly invoice.	\$50 per missing slip

**ATTACHMENT 19:                      COLLECTION ROUTE MAP**

Collection occurs once per week in each of the City's five collection divisions, with one division being covered on each weekday and all materials collected on the same day. About 6,300 households are served on Monday, 5,200 on Tuesday, 5,200 on Wednesday, 5,700 on Thursday and 6,000 on Friday. City buildings, schools and nonprofits are collected on the same day that the surrounding neighborhood is served. See Section 6-A regarding changes to routes, schedules and holiday collection schedule information.

- **Monday:** North Cambridge: including all areas from the Arlington Line at Massachusetts Avenue down to Porter Square and back to the Sherman Street.
- **Tuesday:** West Cambridge: including all Huron Avenue areas up to Fresh Pond and Mount Auburn Streets back toward the Mount Auburn Hospital.
- **Wednesday:** Mid-Cambridge: including Broadway from Harvard Square to Antrim Street and Harvard Street from Harvard Square to Bigelow Street.
- **Thursday:** East Cambridge: includes Cambridge and Hampshire Streets from Prospect Street all the way down to First Street including all the side streets in that area.
- **Friday:** Central Square Area back to the Charles River: includes all streets within Central Square and MIT area as well as all streets in back of Central Square to Memorial Drive.

