# THE TOWNS OF WAREHAM AND CARVER, MA



## **Curbside Collection of Refuse and Recyclables**

Request for Proposals August 20, 2020, at 3:00 p.m.

SUBMITTED BY

Waste Management of Massachusetts, Inc.

## **Experience that Counts**

**CONTACT** 

Heather Louro, Public Sector Sales Representative (508) 962-9825, HLouro@wm.com

**Price Proposal** 





#### **WASTE MANAGEMENT**

Waste Management of Massachusetts, Inc. 100 Hill St. Norton, MA 02766-3328

August 20, 2020

the Towns of Wareham and Carver 50 Marion Road Wareham, MA 02571 Attn: Derek Sullivan

#### Dear Mr. Sullivan:

Waste Management of Massachusetts, Inc. (Waste Management) is pleased to present the following response to the Towns of Wareham and Carver (the Towns) Request for Proposals for Curbside Collection of Refuse and Recyclables. Waste Management works with customers of all sizes across North America, and we use this vast experience to set a higher standard for our services and drive continuous improvement in our operations. With Waste Management as your partner, you can expect:

The best value for Wareham and Carver: When choosing a provider for your needs, value is more than just the bottom line. Value is about what you get for the money you pay. With Waste Management, you will receive best-in-class service from an experienced team that is laser-focused on delivering quality, on-time, reliable service at the best price possible.

A partner that does things the right way, every day: Waste, recycling, and organics collection are highly regulated operations with the potential for significant adverse environmental impacts if not handled properly. As a leader in environmental solutions, we give you peace of mind that your materials will be managed in full compliance with all regulations.

As the largest, most financially stable environmental solutions provider in North America, we have the ability to finance operational improvements, equipment, facility upgrades, and container purchases. We do not have to rely on the timelines and terms of third-party creditors. Our resources also give us the ability to provide gold-standard insurance to protect our partners.

Dedication to your goals because your priorities are our priority: If selected as your service provider, Waste Management will make your program goals our priority. We take pride in being a truly collaborative partner that works with our customers to understand their priorities and structure our operations to help you achieve your goals.

Thank you for the opportunity to participate in your selection of an environmental services partner. We are eager to earn your business. Our team is dedicated to going above and beyond to deliver best-in-class service for the District. Please do not hesitate to contact me with any questions.

Sincerely,

Heather Louro, Public Sector Sales Representative (508) 962-9825, HLouro@wm.com









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Waste Management is your partner for environmental service and solutions whose people go above and beyond to serve and solve every challenge the right way.





## PRICE PROPOSAL

## Revised Appendix G

We recognize that our pricing may not earn us low cost bidder status, but we are proud that we service all our contracts with consistent, quality service over the full life of the contract.

Wareham and Carver's pricing has been carefully calculated to enable us to deliver that dependable service through skilled employees who can focus on safety and the flexible, responsive customer service that you expect.

FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND INCIDENTAL TOOLS TO PERFORM THE WORK AS SPECIFIED

#### Town of WAREHAM

AUTOMATED COLLECTION AND DISPOSAL TRANSPORT \*\*\*\*
(TO BE QUOTED FOR 5 YEARS WITH 2 ONE-YEAR EXTENSIONS OPTIONS – MUTUALLY AGREEABLE)

Year (4/1 thru 3/31)	Collection of Solid Waste (Automated Including cart) Lump Sum	Recyclable Materials Collection Bi-Weekly Lump Sum
2019-2020	N/A	N/A
2020-2021	(+2%) N/A	(+2%) N/A
2021-2022	(+2%) \$984,000.00	(+2%) \$582,425.00
2022-2023	(+2%) \$1,003,680.00	(+2%) \$594,073.00
2023-2024	(+2%) \$1,023,754.00	(+2%) \$605,955.00
2024-2025	(+2%) \$1,044,229.00	(+2%) \$618,074.00
2025-2026	(+2%) \$1,065,113.00	(+2%) \$630,435.00

8200 Automated Carts (96 Gallon) Include in above total
8200 Automated Carts (65 Gallon) include in above total
35 Additional Automated Carts (96 Gallon) \$ 65.00 each \$ 2,225.00 total
35 Additional Automated Carts (64 Gallon) \$ 55.00 each \$ 1,925.00 total

\*\*\*\* Alternate pricing per year (different than required 2% increase above) can be provided on a separate attached sheet

Cost per yard to provide Compactors (where they currently exist), Containers, collection and Haul of Trash from Wareham Municipal Buildings and Schools (not including toters) \$\_\_\_\_\_8.00\_\_\_\_ per yard – for 2,4,6, 8 or 10 yard containers

Compactor pricing - \$500.00 per month rental and \$190.00 per haul





Cost per yard to provide Container, Collection and Processing of recyclables from Municipal Facilities and Schools, including 3 seasonal 6 cy containers at beaches in Onset 2 at the Pier parking lot and 1 at the Shell Point parking lot (not including toters)

\$ 8.00 per yard – for 2,4,6, 8 or 10 yard containers

Cost to provide container, collection and disposal per haul for material collected in 30 yard Roll of containers from Recycling Center- Town is responsible for disposal and processing charges

**\$\_190.00\_\_\_\_\_ Solid waste per haul** 

\$ 210.00 Single stream recycling per haul

Alternate 1 Town of WAREHAM – Administration costs for all billing and collection activities(increased by 2% per year) lump Sum for year 1\_\_\_\_\_NO BID

### Town of CARVER

AUTOMATED COLLECTION AND DISPOSAL TRANSPORT \*\*\*\* (TO BE QUOTED FOR 5 YEARS WITH 2 ONE-YEAR EXTENSIONS OPTIONS- MUTUALLY AGREEABLE)

Year (7/1 thru 6/30) (4/1 thru 3/31)	Collection of Solid Waste (Automated Including cart) Lump Sum		Recyclable Materials Collection Bi-Weekly Lump Sum	
2019-2020	N/A		N/A	
2020-2021	(+2%) N/A		(+2%) N	/A
2021-2022	(+2%)	\$460,800.00	(+2%)	\$345,600.00
2022-2023	(+2%)	\$470,016.00	(+2%)	\$352,512.00
2023-2024	(+2%)	\$479,416.00	(+2%)	\$359,562.00
2024-2025	(+2%)	\$489,005.00	(+2%)	\$366,753.00
2025-2026	(+2%)	\$498,785.00	(+2%)	\$374,089.00

3200 Automated Carts (96 Gallon) Include in above total 3200 Automated Carts (65 Gallon) include in above total \$ 65.00 each \$ 1,300.00 total 20 Additional Automated Carts (96 Gallon) \$ 55.00 each \$ 1,100.00 total 20 Additional Automated Carts (64 Gallon)

\*\*\*\* Alternate pricing per year (different than required 2% increase above) can be provided on a separate attached sheet



	and Haul of T	to provide Compactors (where they currently exist), Containers, collection rash from Carver Municipal Facilities and Schools (not including toters)
	\$8.00	per yard for 2,4,6, 8 or 10 yard containers
	Compactor pri	cing - \$500.00 per month rental and \$190.00 per haul
	Cost per yard	to provide Container, Collection and Processing of recyclables from
	Municipal Bui	Idings and Schools (not including toters) \$_8.00 per yard for 2,4,6, 8 or
	10 yard contai	ners
Alter	nate 1 <i>Town of (</i>	CARVER – Administration costs for all billing and collection
activ	ities(increased b	y 2% per year) lump Sum for year 1NO BID
	•	, , , , ,

and a proposed method of cost adjustment based on market conditions. This cost should be a "Pass-Through Cost" (provide additional sheets as needed) -

Please list the proposed recycling processing facility that you plan to utilize, the current charge per ton

The Town's single stream recycling materials will be delivered to our materials recovery facility (MRF) located in Avon, Massachusetts for processing.

The Town shall pay for the processing of curbside recyclable materials as outlined in Attachments A, A1, and A2 on the following pages. Each month, the blended value shall be deducted by the processing cost to determine the net charge or credit, which will be invoiced separately from our Avon MRF

## **Fuel Adjustment Wareham**

Our cost proposal assumes a separate fuel adjustment will be applied in contract years two through five: Adjustments will be based on the increase or decrease of compressed natural gas (CNG) cost, as measured by the U.S. Department of Energy (DOE), Energy Information Administration http://www.afdc.energy.gov/fuels/prices.html from an established baseline cost of \$2.84 per diesel gasoline gallon equivalent (DGE) including taxes of the CNG New England Region. The increase or decrease in cost, as determined above will be applied to the volume of CNG used, which will be fixed at 2750 DGEs per month. Adjustments will be calculated for each fiscal year and applied as a monthly adjustment based on the average cost of DGE as published by the DOE for the full calendar year preceding each annual fiscal year adjustment.

## **Fuel Adjustment Carver**

Our cost proposal assumes a separate fuel adjustment will be applied in contract years two through five: Adjustments will be based on the increase or decrease of compressed natural gas (CNG) cost, as measured by the U.S. Department of Energy (DOE), Energy Information Administration http://www.afdc.energy.gov/fuels/prices.html from an established baseline cost of \$2.84 per diesel gasoline gallon equivalent (DGE) including taxes of the CNG New England Region. The increase or decrease in cost, as determined above will be applied to the volume of CNG used, which will be fixed at 1175 DGEs per month. Adjustments will be calculated for each fiscal year and applied as a monthly adjustment based on the average cost of DGE as published by the DOE for the full calendar year preceding each annual fiscal year adjustment.



## Recycling Processing

### Attachment A | Definitions, Terms, and Conditions

#### 1. DEFINITIONS

"Blended Value" or "BV" is the total weighted value per Ton of each Recyclable and Non-Recyclable component (including negatively-valued Recyclables and transfer and disposal costs of Non-Recyclables) for the Single Stream Materials delivered by or on behalf of Customer to the Designated Facility.

"Composition Audit" means the basis upon which Single Stream Materials are measured to determine the percentage of each Recyclable and Residue component.

"Company Fee" means the compensation per Ton for costs incurred by Company to prepare Recyclables for end markets, i.e., those actions necessary to render Recyclables acceptable to end markets and/or designated buyers.

"Contamination Audit" means the basis by which Customer's Single Steam materials are measured to determine the percentage of "Non-Recyclables" present.

"Customer's Value Share" means the Customer's percentage of the Blended Value as set forth in Attachment A2.

"Designated Facility" or "Designated Facilities" means Company's operations located in Billerica, MA or any replacement therefore which receives Customer's Single Stream Materials.

"Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state, or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances, and/or any other waste not approved in writing by Company.

"Net Value" means the amount paid to Customer by Company, or paid to Company by Customer, after subtracting any charges owed by Customer from the Customer's value share.

"Non-Recyclables" means any materials in the Single Stream Materials that are not Recyclables as set forth in Attachment A1.

"Receiving Hours" means the regularly-scheduled hours of operation for the Designated Facility.

"Recyclables" means acceptable materials contained within the Single Stream Materials as set forth and further defined in Attachment A1.

"Residue" means the Non-Recyclables and other materials removed from the Single Stream Materials during processing due to their size, type, condition, or processing system constraints, and which are disposed of after such processing.

"Single Stream Materials" means all Customer's materials delivered to Company containing Recyclables and Non-Recyclables.

"Specifications" means the description of the Single Stream Materials as set forth in Attachment A1.

"Ton" means 2,000 pounds.



"Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party.

#### 2. QUANTITY AND QUALITY

- a) During the term of the Agreement, Company shall take, and Customer agrees to provide, 100 percent of the Single Stream Materials collected by or on behalf of Customer. Customer shall not discontinue collection of any material listed as a Recyclable, nor divert, retract, or withdraw from the Single Stream Materials any Recyclables listed in Attachment A1 without the express written consent of Company. Customer shall not allow scavenging of any Recyclables from the Single Stream Materials. Any additions to the listing of acceptable Recyclables in Attachment A1 shall be made upon mutual agreement of Customer and Company.
- b) Customer represents and warrants that it shall provide and deliver the Single Stream Materials in accordance with the Specifications set forth in Attachment A1. Title to Recyclables provided by Customer to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or Applicable Law. Title to and liability for Excluded Materials shall remain with Customer at all times.
- c) Composition Audits may be performed by Company at its discretion on Single Stream Materials delivered to the Designated Facility by or on behalf of Customer in order to identify the overall material composition and associated Blended Value. For the purposes of the Blended Value, the composition percentages derived from the most recent Composition Audit will be effective after each Composition Audit the month immediately following the most recent Composition Audit.
- d) Contamination Audits may be performed by Company at its discretion on Single Stream Materials delivered to the Designated Facility by or on behalf of Customer in order to identify the overall percentage of "Non-Recyclables" or "Contamination" present. Where the percentage of Non-Recyclables exceeds ten (10) percent, the excess Contamination percentages derived from the most recent Contamination Audit will be effective after each Contamination Audit the month immediately following the most recent Contamination Audit and Customer shall be subject to an Excess Contamination Charge.

#### 3. PRICING/PAYMENTS

Payments and charges to Customer shall be calculated as set forth in Attachment A2. Company shall pay Customer (or Customer shall pay Company) the Net Value of the Single Stream Materials. Where the Net Value is positive, Company shall pay Customer on or about the last day of the month following delivery for those Single Stream Materials purchased during the preceding month. Where the Net Value is negative, Customer shall pay Company within 30 days of the date of invoice.

#### 4. DELIVERIES

Company shall deliver Single Stream Materials at Customer's expense to the Designated Facility during Receiving Hours. All Single Stream Materials must be delivered in self-dumping trucks and will be weighed in and out by Company at the Designated Facility.



#### 5. MATERIALS

- a) If Excluded Materials are delivered to the Facility by or on behalf of Customer, Company, in its sole discretion, may reject the entire load, or separately contain, set aside, segregate, isolate, and manage such Excluded Materials as required by Applicable Law. Customer will be notified promptly of the location, general character, and amount of such Excluded Materials. If requested by Company, Customer must remove, or cause to be removed, such Excluded Materials from the Designated Facility and shall transport and dispose of or shall cause such Excluded Materials to be transported and disposed, in accordance with Applicable Law. If Customer fails to timely remove such Excluded Materials after request by Company, Company may, after notice to Customer, transport and dispose of such Excluded Materials and charge the costs thereof to Customer.
- b) Company shall recycle the Recyclables for reuse and, provided that there is a commercially reasonable available market for such material, shall not dispose of any Recyclables, except such Residue left after appropriate processing of the Single Stream Materials. Company makes no representations as to the recyclability of the Recyclables and may dispose of such Recyclables when no reasonable commercial market exists.

#### 6. PUBLIC EDUCATION AND OUTREACH

The parties acknowledge that maintenance of the quality of the Single Stream Materials is a requirement of this Agreement, subject to the provisions herein. Customer shall use reasonable efforts to inform its residents of the quality requirements hereunder and enforce its standards for the acceptance of Single Stream Materials. Company shall provide reasonable assistance to Customer in such efforts.

#### 7. EFFECT OF MATERIAL CHANGE AFFECTING AGREEMENT

In the event that a change in Applicable Law or a material change in market conditions occurs, including but not limited to lack of commercially reasonable market availability for processed Recyclables, changes in market specifications affecting the salability of processed Recyclables, changes affecting the recyclability or marketability of Recyclables, changes in the quantity, quality, or composition of the Recyclables or Single Stream Materials, (each a "Material Change"), has the effect of materially altering the terms of this Agreement, or preventing or precluding compliance with one or more provisions of this Agreement, or preventing, precluding, or substantially affecting the benefit(s) bargained for under this Agreement, including profits of Company, this Agreement shall be modified or suspended as may be necessary to comply with, ameliorate, or prevent the detrimental effects on the Agreement of, such Material Change. A Party detrimentally affected by a Material Change shall so notify the other Party and request amendment to this Agreement accordingly, and the Parties shall engage in good faith negotiations for a period of three (3) months after such request regarding such amendments of this Agreement that reflect the extent to which the provisions hereof have been, or should be, so modified or suspended. If a Material Change precludes or reduces any of Company's rates or other revenues, or otherwise increases costs to process single stream materials, then the Parties shall modify this Agreement in accordance with this provision in order that Company can achieve, on an ongoing basis, profits that existed immediately prior to the Material Change.



## **Attachment A1 | Single Stream Specifications**

#### RECYCLABLES shall be dry, loose, not bagged, and includes the following:

Aluminum food and beverage containers - empty	Glass food and beverage containers – brown, clear, or green - empty
Ferrous (Iron) cans – empty	PET plastic containers with the symbol #1 – with screw tops only - empty
HDPE natural plastic containers with the symbol #2 (milk and water bottles) – empty	HDPE pigmented plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) - empty
Plastics with symbol #5 – empty	Newsprint
Old corrugated containers	Magazines, glossy inserts and pamphlets
Catalogs	Cereal boxes; detergent, gift and snack boxes
Telephone books	Printer paper
Copier paper	Mail
All other office paper without wax liners	

Recyclables may be added or deleted upon mutual consent of the Parties.

#### **RECYCLABLES** must not include the following:

Bagged materials (even if containing Recyclables)	Microwave trays
Mirrors	Window or auto glass
Light Bulbs	Ceramics
Porcelain	Plastics unnumbered
Plastic bags expanded polystyrene	Coat hangers
Glass cookware/bakeware	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials	Wet fiber
Excluded Materials	Fiber containing, or that has been in contact with, food debris
Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension	Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Company's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Company's structures or equipment.

#### **DELIVERY SPECIFICATIONS**

Single Stream Materials delivered by or on behalf of Customer may not contain more than 10 percent Non-Recyclables or any Excluded Materials. In the event a load of Single Stream Materials does not meet Specifications, the load may be rejected and/or Customer may be charged additional processing, return or disposal costs, including Excess Contamination Charges as set forth in Attachment A.



## Attachment A2 | Blended Value/Charges

#### 1. VALUE SHARE

Where the Blended Value is greater than the Company Fee, Customer's value share is 50 percent of the difference between the Blended Value and the Company Fee. When the Blended Value is less than the Company Fee, Customer shall pay Company the difference between the Company Fee and the Blended Value.

#### 2. CHARGES

- a. The initial Company Fee is \$95.00 per delivered ton.
- b. The initial Residue Fee is \$80.00 per delivered ton.
- c. The initial Excess Contamination Fee is \$225.00 per ton.
- d. The Company Fee, Residue Fee, and Excess Contamination Fee shall be increased by 3 percent on April 1, 2021 and each April 1 thereafter.

#### 3. BLENDED VALUE

To calculate the Blended Value per ton of the Single Stream,

- a. The percentage of each Recyclable and Residue component set forth below contained in the Single Stream Materials as established and revised from time-to-time by the Composition Audits, is multiplied by current value of each commodity set forth below; and
- b. Each commodity value per ton is added together to obtain the Blended Value per ton.

Customer acknowledges that the value of a commodity may be negative.

Blended Value is calculated monthly.

- "PPW" means the higher of the prices issued by RISI PPI Pulp & Paper Week for the New England Region, Domestic Price, first issue of the month retroactive to the first of the month.
- "SMP" means the higher of the price published at www.SecondaryMaterialsPricing.com, for the New York Region, first dated price each month, retroactive to the first of the month.
- If PPW or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then Company may propose to use any such alternative publication(s) or alternate method to determine the value of each commodity set forth below. Customer's consent, which shall not be unreasonably withheld, conditioned or delayed, to the use of such alternate publication or method shall be required.
- Notwithstanding anything to the contrary contained herein, if Company determines prior to the 10th of the month, that the anticipated Actual Value for any commodity will be more than 10 percent lower than the index published for such commodity that month, due to market conditions, Company may substitute the anticipated Actual Value as established on or about the 10th of the month for the index value that month.
- "Actual Value" means the average price paid to or charged the Designated Facility during the month of delivery of the Single Stream Materials, minus any freight, customs charges, duties, or other charges paid to third-parties for such sales.
- Customer shall pay Company a charge for each ton of residue delivered ("Residue Fee").



The initial composition of the Customer's Recyclables shall be presumed to be as set forth below.

Material Component	Commodity Value	Composition Percentage
Cardboard and other brown papers	PPW OCC #11	14.70%
All other paper	PPW MIX #54	45.43%
Aluminum / beverage cans	SMP for Aluminum Cans (Sorted, Baled, ¢/lb., picked up minus \$0.25 per pound	0.56%
Steel/Tin	SMP for Steel Cans (Sorted, Densified \$/Ton dropped off at RC)	2.24%
Plastic #1	SMP for PET (baled, ¢/lb. picked up)	3.39%
Plastic #2 Natural	SMP for Natural HDPE (baled, ¢/lb. picked up)	0.35%
Plastic #2 Colored	SMP for Colored HDPE (baled, ¢/lb. picked up)	1.38%
Tubs and Lids (Plastic #5)	SMP for Plastics PP Post Consumer (baled, cents/lb. picked up)	1.15%
Glass	Actual Value	20.80%
Residue	Residue Fee	10.00%
Total:		100%

#### 4. EXCESSIVE CONTAMINATION

Where a Composition or Contamination Audit determines that Customer's percentage of Non-Recyclables exceeds 10 percent, among other changes in the composition, the composition table shall be revised to reflect the new composition in order to determine Blended Value. In addition, the total tons used to calculate Net Value shall be reduced by the amount of excess contamination. Excess contamination shall be charged at a rate of \$225.00 per ton.

By way of example: 150 tons delivered - of this 150 tons, 5 percent or 7.5 tons is over the 10 percent contamination threshold and would be charged at \$225.00/ton ("Excess Contamination Fee) and the remaining 142.50 tons would be charged at the current months blended value less processing fee.



Example - Revenue Share Calculation - Single Stream				
Commodity	Index*	Current Composition Percentage	Market Value/Ton	Values
OCC (Cardboard)	PPI OCC #11	14.70%	\$ 60.00	\$ 8.82
Mixed Paper (All other paper)	PPI Mixed Paper #54 Actual Value	45.43%	\$ 2.89	\$ 1.31
Aluminum Beverage Cans	SMP for Aluminum Cans (Sorted, Baled, cents/lb. picked) minus \$.25 per pound	0.56%	\$ 300.00	\$ 1.69
Steel/Tin Cans	SMP for Steel Cans (Sorted, densified, \$/ton and dropped off at RC)	2.24%	\$ 15.00	\$ 0.34
PET (Plastic #1)	SMP for PET (baled, cents/lb. picked up)	3.39%	\$ 180.00	\$ 6.10
Natural HDPE (Plastic #2)	SMP for Natural HDPE (baled, cents/lb. picked up)	0.35%	\$ 950.00	\$ 3.29
Colored HPDE (Plastic #2)	SMP for Colored HDPE (baled, cents/lb. picked up)	1.38%	\$ 80.00	\$ 1.11
Tubs and Lids (Plastic #5)	SMP for Plastics PP Post Consumer (baled, cents/lb. picked up)	1.15%	\$ 140.00	\$ 1.61
Glass	Actual Value	20.80%	\$ (72.03)	\$ (14.98)
Residue	Residue Fee	10.00%	\$ (80.00)	\$ (8.00)
Total/Blended Value		100.00%		\$ 1.28
	MRF Processing Fee	\$95.00		
1	Net Value (Charge)/Rebate			\$ (93.72)
	50% Share Above Fees			

<sup>\*</sup>Blended Value is Calculated Monthly.

When blended value is below the processing fee, Customer pays processing fee minus the blended value.



<sup>\*</sup>PPI means the higher of the price's issues by RISI Pulp & Paper Index for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.

<sup>\*</sup>SMP means the higher of the price published at www.SecondaryMaterialsPricing.com for the New York Region, first dated price each month, retroactive to the first of the month.

<sup>\*</sup>Actual Value means the average price paid to or charged to the processing facility during the month of delivery, less any freight or other charges paid to third-parties.

<sup>\*</sup>Residue Audits will be conducted periodically. If residue exceeds the 10 percent threshold, excess residue tonnage will be charged at a rate of \$225.00 per ton.

<sup>\*</sup>Processing Fee and Residue Fee Value shall increase annually by 3 percent.

<sup>\*</sup>When blended value is above the processing fee, Customer gets 50 percent of the difference.

## Clarifications/Exceptions

Waste Management strives to be transparent in our proposals. We understand it is difficult for our customers when contractors attempt to negotiate new terms after an award is made. That is not how we do business. At the same time, we feel a balanced contract will benefit both parties over the term of the Agreement. As such, we have included the following list of clarifications and exceptions for your review and consideration.

- 1. Our proposal assumes each Town will award one contract in its entirety and that Waste Management will become the sole provider for all services (trash and recycling curbside collection) indicated in each Towns scope of work.
- Our proposal assumes that all collection carts distributed will become property of the Town(s) upon conclusion of a full (5) five-year term In the event the Town fails to approve funding, then in such event, the Town agrees the Contractor shall be reimbursed for its capital outlay for carts, divided by the number of months remaining in the initial term of the five-year Agreement.
- 3. Waste Management proposal is valid for 90 days from the date of submittal and assumes contract award will be made in October 2020.
- 4. Automated Cart Delivery/Replacement/Repair/Title Waste Management proposal for Wareham assumes we will procure 8,200 64-gallon trash, 8,200 96-gallon recycling, and a total of 70 additional automated carts for the life of the five-year contract. Our proposal for Carver assumes we will procure 3,200 64-gallon trash, 3,200 96-gallon recycling, and a total of 40 additional automated carts for the life of the five-year contract.
- 5. The Town(s) will be responsible for purchasing additional carts if required to support additional deliveries, replacements, and repair requests throughout the term of the Agreement. Waste Management will not be responsible for replacement costs if the carts are lost, stolen, or damaged due to citizen neglect.
- 6. Our proposal for fully automated, cart based, collection assumes all materials will be placed curbside in the carts provided.
- 7. Our price proposal is for the collection of 8200 residential units in Wareham and 3200 residential units in Carver. Additional units will be charged at a monthly unit rate equivalent to the then current monthly cost divided by the number of proposed units.







## CONCLUSION

## We're There When You Need Us

Waste Management is a proactive partner with proven results. Our work throughout Massachusetts, New England, and North America is a testament to our professional approach over the long term and we are excited about the opportunity to work with the Towns of Wareham and Carver in managing your community's waste and recycling needs.

First, we believe this to be a significant opportunity for both Waste Management and the Towns. We strongly invest in our partner communities and want to be your waste solutions provider of the future. We understand your priorities and are well-equipped to provide the services and resources you need to achieve your waste and recycling goals. We will provide tailored services to meet your operational needs and exceed your residents' expectations.

Second, we are committed to building a strong partnership by providing high quality, reliable service for the entire term of the Agreement. Our long-term partnerships with neighboring communities prove that we are a trusted and dependable partner. We have the resources to make needed adjustments, when necessary, to facilitate continued satisfaction for you and your residents. Waste Management will provide uninterrupted stability backed by innovation, value, and price, and we are committed to being a proactive partner.

Lastly, entering into a partnership with Waste Management will provide your Towns with uninterrupted, guaranteed service delivery for an essential and highly regulated responsibility. We have the experience to develop a collaborative implementation plan to provide a smooth and seamless transition. Our best-inclass collection, processing, and disposal operations, along with our industry-leading safety and environmental practices, will give you peace of mind that your wastes are being managed in full compliance with all regulatory requirements and standards.

Waste Management is dedicated to being the best environmental partner for the Towns of Wareham and Carver now and in the future.





