

**TOWN OF WESTFORD, MASSACHUSETTS
REQUEST FOR PROPOSALS**

**RECYCLABLES COLLECTION
AND TRANSPORTATION FOR THREE YEAR
PERIOD COMMENCING ON JULY 1, 2015**

December 2, 2014

Released by:

Town of Westford
Town Manager's Office
55 Main Street
Westford, MA 01886

Table of Contents

PART 1 REQUEST FOR PROPOSALS AND INSTRUCTIONS TO OFFERORS.....	4
1.1 Overview and Background Information:	4
1.3 General.....	4
1.4 Exemption from Commonwealth of Massachusetts, General Laws Chapter 30 B.....	4
1.5 Preparation and Submission of Proposals.....	5
1.6 Opening and Consideration of Proposals.....	6
1.7 Evaluation Criteria	6
1.8 Rule for Award	7
1.9 Bid Bond	7
1.10 Performance Bond	7
1.11 Bank Reference and Audited Financial Statements.....	8
1.12 Insurance Verification.....	8
1.13 Non–Collusion and Tax Compliance Certification.....	8
1.14 Prevailing Wages	8
1.15 Offeror Qualifications and Equipment.....	8
1.16 Background Investigation	9
1.17 Confidentiality	9
1.18 Questions by OFFERORS	9
1.19 Contract Implementation Milestones.....	9
PART 2- SPECIFICATIONS	10
2.1 Recyclables Collection.....	10
2.2 Special Events.....	12
2.3 Title to Solid Waste and Recyclable Materials.....	13
2.4 Hours and Days of Operation	13
2.5 Recycling Collection Vehicles, Dumpsters and Recycling Toters	13
2.6 Annual Calendar and Publicity	15
2.7 Private Accounts, Weighing of Trucks.....	15
2.8 Spilled Materials	15
2.9 Question and Complaint Line Provision.....	16
2.10 Reports and Billing	16
2.11 Invoicing and Payment	17
2.12 Collection Schedules and Routes.....	17
2.13 Weather	17

2.14	Operation of Vehicles	17
2.15	Licensing Drivers.....	18
2.16	Employee Conduct and Training	18
2.17	Noise	18
2.18	Salvaging and Scavenging	19
2.19	Care of Property	19
2.20	Holidays	19
2.21	Daily Contacts.....	19
2.22	Directions.....	20
2.23	Compliance with laws, rules, regulations and orders	20
2.24	Pay-As-You-Throw Program or Barrel Limits	20

PART 3 - PROPOSED CONTRACT	PAGE: 21
PART 4 - WESTFORD ATTACHMENTS (A-D)	PAGE: 33
PART 5 - CERTIFICATION AND PREVAILING WAGES	PAGE: 45
PART 6 - PRICE PROPOSAL FORMS	PAGE: 48

**REQUEST FOR PROPOSALS
RECYCLABLES COLLECTION AND TRANSPORTATION
TOWN OF WESTFORD, MASSACHUSETTS**

PART 1 REQUEST FOR PROPOSALS AND INSTRUCTIONS TO OFFERORS

1.1 Overview and Background Information:

The Town of Westford, Massachusetts is seeking proposals for weekly or biweekly collection and marketing of single stream recycling.

1.2 Background: The Town of Westford, Massachusetts currently contracts for bi-weekly single stream recyclables collection on a five day week schedule on the same days as refuse collection. The Town of Westford provides refuse and recyclable collection for all residential properties, municipal facilities and schools. The Town of Westford currently enforces a refuse limit of up to five barrels and a bulk item sticker program for bulk waste. The awarding authority for this contract is the Board of Selectmen and the award of any contract is subject to appropriation.

1.3 General

1.3 (a) Length of Contract: Three (3) year contract commencing on July 1, 2015.

1.3 (b) This Request for Proposal (RFP) document, which will form the contract, consists of the following (including all modifications thereof, incorporated in any of the documents before the execution of the contract):

- Part 1 Request For Proposals and Instructions to Offerors.
- Part 2 Specifications
- Part 3 Proposed Contract
- Part 4 Attachments (A through D)
- Part 5 Non-collusion, tax compliance and Prevailing Wage documents
- Part 6 Proposal Sheet

1.4 Exemption from Commonwealth of Massachusetts, General Laws Chapter 30 B

The procurement and provision of recyclables collection services are exempt from the 30B bid process and this document, while resembling certain portions of the 30B process, is not intended to comply with the 30B process. Furthermore, the town reserves the right to offer contract to other than the lowest bidder and to negotiate contract prices with any bidder. The Town also reserves the right to reject any and all bids if it is in the town's interest to do so, to waive any defect or irregularity, and to cancel this procurement at any time.

1.5 Preparation and Submission of Proposals

An Offeror who desires to submit a proposal for the tasks specified in this RFP shall thoroughly review and be familiar with this Request for Proposals and Instructions to Offerors, Specifications, Attachments and Contract (all included as part of this RFP) before submitting the Proposal. While the town has made every effort to ensure that the information presented in this RFP is accurate, Offerors are warned that they rely on this information at their risk and they are urged to verify any and all information which they believe is crucial to their Proposal. Offerors shall provide a total of two hard copy proposals along with an electronic version: one bound copy of the complete proposal, one unbound original copy, and one electronic copy (cd or flash drive).

1.5 (a) Deadline: Proposals are due by 1:00 P.M., January 12, 2015, at the Westford Town Manager's Office, Town Hall 55 Main Street, Westford, MA 01886, at which time the Proposals will be opened in front of one or more witnesses. The Westford Town Manager, in her discretion, may refuse to consider a Proposal that is not in her possession or in the possession of authorized representatives by the above deadline. Each Proposal, consisting of a separately sealed Technical Proposal and a separately sealed Price Proposal containing the information set forth in Section 1.5(d) of this RFP, shall be placed and delivered in an opaque sealed envelope, labeled "Town of Westford, Massachusetts - PROPOSAL - Recycling Collection," and shall be addressed as follows:

Town Manager
Town Hall, Town Manager's Office
55 Main Street
Westford, MA 01886

1.5 (b) A Proposal must be signed, as follows: (1) if the Offeror is an individual, by him/her personally; (2) if the Offeror is a partnership, by the name of the partnership, followed by the signature of each partner; (3) if the Offeror operates under the Fictitious Names Act, by the name of fictitious identity, followed by the signature of each owner; or (4) if an Offeror is a corporation, by an authorized officer, whose signature shall be attested by the Secretary of the Corporation and the Corporation Seal affixed.

1.5 (c) An Offeror may withdraw his/her Proposal at any time up to one (1) hour prior to the time set for the opening of the Proposals, provided the request for withdrawal is presented in writing, signed by the Offeror in the manner required for submitting of a Proposal.

1.5 (d) Each Proposal must be sealed and must contain a separately sealed technical proposal and a separately sealed price proposal. The technical proposal shall contain the following:

- Cover letter including a description of proposed services
- Bid Bond
- Evidence of Ability to Obtain Performance Bond
- Bank Reference

- Financial Statements
- Description of Existing Business and OFFEROR Experience
- Organization Chart
- Name and Resume of Contract Manager
- References from Other Municipalities
- List of Vehicles and Equipment to be used to perform the contract
- Non-Collusion and Tax Compliance Certification.
- Evidence of Insurance

The separately sealed price proposal shall contain a Completed and Signed Price Proposal Form. See Part 6 of this RFP.

1.6 Opening and Consideration of Proposals

1.6 (a) Each Technical Proposal shall be opened by the Westford Town Manager or their designee(s) at 1:00 p.m. on January 12, 2015.

1.6 (b) Consideration and acceptance of all proposals shall be based on the ability of the Offeror to meet the specifications set forth in the terms, conditions, and specifications of this RFP and contract documents

1.6 (c) Non Responsive Proposals: Any proposal that is not complete and responsive to this RFP will not be considered, whether in regard to format or content.

1.6 (d) No proposals shall be withdrawn within ninety (90) days after the opening thereof. The town shall have the time as indicated in which to investigate and evaluate the proposals.

1.6 (e) The Technical Proposals will be evaluated by a committee for each town appointed by the Town Manager and will be evaluated according to the evaluation criteria specified below.

1.7 Evaluation Criteria

In addition to considering price and completeness of proposals, the town shall, in considering each Proposal and prior to any determination or award, investigate and evaluate the proposals and the Offerors using the following criteria:

1.7 (a) Plan of Services: The ideal plan of service will demonstrate that the Offeror will: provide a very high level of customer service to the municipality and its residents; be consistently reliable and responsive to the needs of the town; insure that its workers are highly competent, polite, knowledgeable and conversant on waste bans and the town's trash limits and recycling requirements; comply without fail with the provisions of the contract and the reasonable directions of the town; be proactive and creative in

confronting problem areas and resolving conflicts; and work with the Town to educate the residents and to promote the goals of waste reduction.

- 1.7 (b) Experience: The ideal proposal will demonstrate extensive prior experience in contracts of similar scope.
- 1.7 (c) Qualifications: The ideal proposal will provide at least three references who report favorably upon and highly recommend the Offeror.
- 1.7 (d) Financial Responsibility: The ideal proposal will include financial statements that reveal financial strength, consistent profits, minimum debt, and a record of responsible debt and asset management.
- 1.7 (e) Equipment and Schedule: The ideal proposal will demonstrate that the Offeror possesses sufficient equipment that is in excellent operating condition, including at least one new collection vehicle for each town, to service the needs of the Town and that the Offeror will be fully able to comply with the scheduling requirements in the RFP.

1.8 Rule for Award

Upon completion of the evaluation of the Technical Proposals, the town will determine which proposal best meets the definition of an ideal proposal in accordance with the evaluation criteria set forth in Section 1.7, and all proposals will be ranked accordingly. Thereafter, the Price Proposals will be opened and evaluated, and an award will be made based on a determination of the most advantageous proposal from a responsive and responsible Offeror taking into consideration price, the evaluation criteria, and the town's reservation of rights set forth in section 1.3 of this RFP.

1.9 Bid Bond

A Bid Bond, Treasurer's check, or Certified check in the amount of five (5) percent of the total proposed price for year one for each service the Offeror proposes to undertake shall be submitted with this proposal. If the Offeror's proposal includes proposals for all services and for both three and five year contracts, the amount of the bid bond shall be based on the Offeror's HIGHEST cost proposal. The town reserves the right to exercise its options under the Bid Bond if an Offeror does not negotiate in good faith a contract substantially as written in the RFP or for any other valid reason including, but not limited to, withdrawal of the Offeror's bid.

1.10 Performance Bond

The successful CONTRACTOR shall furnish for the term of this contract a performance bond in a form and with a surety company approved by the town and authorized to do business in the Commonwealth of Massachusetts, conditioned upon the contractor fully performing all his obligations under this contract, and making full payment for all labor performed or furnished in the work. The penal sum of the bond shall be twelve months of the total amount of the contract sum for the particular year as set forth in the terms of the contract. The bond shall be delivered to the town as least sixty (60) days prior to July 1 of each year that this contract is in force and effect. Failure to meet this performance bond requirement shall be cause to terminate this contract.

1.11 Bank Reference and Audited Financial Statements

Each Offeror must provide at least two Financial Credit References from banks or other financial institutions dealing with the Offeror on a regular basis. Each Offeror must also submit as part of the Proposal the previous two years audited financial statements. The town will, within the limits of its ability, maintain the confidentiality of all materials labeled as “Confidential” by the Offeror (See 1.18 below).

1.12 Insurance Verification

Each Offeror must provide, as part of the Proposal, evidence of its ability to obtain insurance in the amount stated in Part 3, Art III.

1.13 Non-Collusion and Tax Compliance Certification

An Offeror must submit with the Proposal a signed Non-Collusion Certification and a Tax Compliance Certification in the forms provided in Part 4, Attachment A.

1.14 Prevailing Wages

In accordance with M.G.L. Chapter 149, Section twenty-seven (27), the wage rates for workers under this contract are to be paid at the rates established by the Commissioner of the Massachusetts Department of Labor and Industries. Sample average applicable prevailing wage rates for the town is included as Part 5, Attachment B. The actual prevailing wage rates for the town will be included with the contract.

1.15 Offeror Qualifications and Equipment

The experience of the Offeror with curbside material collection, handling and transportation must be fully described. It is desirable that the Offeror 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 Offeror must identify the full extent of involvement in the referenced contract by the Offeror. Offerors must provide an organizational chart showing the proposed managerial organization associated with providing collection services to the town. This chart should identify by name and title, a Contract Manager to be assigned to the town. The town will consider the identification of a specific individual to be a firm commitment on the part of the Offeror to assign this individual to the position shown. A resume of the named individual must be included in the Proposal. Each Offeror shall provide references as a part of its proposal including:

- 1.15 (a)** References from all municipalities, if any, for whom similar recycling/refuse collection services are now or within the last three years have been performed under contract; and
- 1.15 (b)** Three references relevant to the Offeror’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 Town may contact to discuss the Offeror's managerial ability, financial standing, and/or business experience. Each Offeror 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 these contracts as well as where this equipment will be housed and maintained. If the Offeror intends to purchase new equipment, he must provide a manufacturer delivery guarantee with the Proposal.

- 1.15 (c)** The town may conduct site visits to facilities operated or utilized by the Offeror prior to award of contract.

1.16 Background Investigation

The town may investigate the background of each Offeror to determine its ability to perform the work. The Offeror shall furnish any information requested for this purpose.

1.17 Confidentiality

The town shall, as far as possible, maintain the confidentiality of any information provided by the Offeror if specifically requested to do so in writing and if allowed by law, but the town shall bear no liability arising from the disclosure of such information. Offerors are advised to consult the public records and public bidding laws of the Commonwealth.

1.18 Questions by OFFERORS

Any and all questions by prospective Offerors concerning interpretation of the Request For Proposals, Forms, Specifications, Proposed Contract, Insurance or Bonds, must be received in writing by mail or fax before 4:00pm, January 9, 2015 in accordance with the schedule set forth in 1.19 to:

**Jodi Ross, Town Manager
Westford Town Hall
55 Main Street
Westford, MA 01886**

Fax (to be used to submit questions only, NOT for the submission of proposals): **978-399-2557**
All responses and interpretations shall be issued by the Town Manager in the form of written addenda mailed to each prospective Offeror.

1.19 Contract Implementation Milestones

The following are projected milestone dates:

Advertise and distribute RFP – December 2, 2014
Deadline for Questions from Offers - January 9, 2015, 4:00pm
Receive proposals – January 12, 2015
Award contract – March 10, 2015

PART 2- SPECIFICATIONS

These sub-sections represent the needs of the community and are not optional.

2.1 Recyclables Collection

2.1 (a) Residential Collection:

The CONTRACTOR shall provide single stream recyclable collection and marketing for all every residence in the town.

2.1 (b) Municipal facilities and schools:

The CONTRACTOR shall also provide recyclable collection and marketing for all municipal facilities and schools as listed in Part 4, Attachment F. Collection shall occur weekly or as required. The CONTRACTOR shall be responsible for providing the recycling containers to be used at each such facility.

2.1 (c) Proposals:

Each Offeror's proposal for recyclable collection and marketing shall be provided as a lump sum amount to service all residential properties (single family and multifamily) and all municipal facilities and schools in the town for the first year of the contract. Each Offeror shall, in addition to providing the full cost for recyclable collection and marketing for the Town for the first year of the contract, provide the fixed percentage rate of annual increase in the cost for each year of the contract in spaces provided in Part 7.

2.1 (d) Frequency of collection:

The town will consider proposals for weekly and bi-weekly recycling collection.

2.1 (e) Recycling dumpsters:

The CONTRACTOR shall provide dumpsters and collection service for all acceptable recyclable materials including cardboard and/or paper at locations to be specified by the town at no added cost. The tonnage of cardboard collected from these dumpsters shall be included in all calculations for reports to the town.

2.1 (f) Single Stream Recycling:

The town will accept proposals for single stream recycling only. Vehicles used for such single stream recycling collection must be well-marked and easily identifiable as recycling collection vehicles and failure to use such clearly marked vehicles will be grounds for the imposition of liquidated damages under this contract.

2.1 (g) Recycling Tipping fees:

The town will not accept proposals in which the town bears the responsibility for paying any tipping or processing fee for the disposal of materials.

2.1 (h) Transport, Processing and Marketing of Recyclables:

The CONTRACTOR shall determine the most cost-effective location for delivery of collected recyclables. The delivery point may be a transfer point or a location at which all materials are sorted

and prepared for delivery to markets for recycling or reuse. In all cases, the collected materials are to be recycled. If the town determines that there is material not being recycled by the processing facility selected by the hauler, the town has the right to require the CONTRACTOR to deliver the materials to a different location.

- 2.1 (i)** Compliance with recycling facility requirements: The CONTRACTOR shall be responsible for assuring that material delivered to the recycling processing facility meets the processing facility specifications. Therefore the CONTRACTOR is responsible for leaving highly visible and clearly worded notices in, with or on any recycling container which contains unacceptable materials, improperly mixed recyclable material (if dual stream) or materials not prepared properly for recycling collection. Such notices must clearly state the reason that the materials were not collected and provide the telephone number of the CONTRACTOR and the appropriate Town Official. The town reserves the right to require such notices be submitted to it for approval at the beginning of each contract year.
- 2.1 (j)** Recyclable Materials: The town seeks to collect at least the following materials in their recycling programs:
- Mixed paper (including: newspaper and inserts; magazines, books and catalogs (hardcover books if possible, but not required); phone books; office and school paper; junk mail; chipboard/boxboard and corrugated cardboard containers) AND
 - Commingled containers (including: glass (any color) food and beverage containers; steel, aluminum, tin and bi-metal food and beverage containers; aluminum pie plates, containers, clean foil; and all plastic containers #1 - #7, (#6 expanded polystyrene if possible, but not required)).
 - The specifications as to what is acceptable for recycling may change during the term of the contract but the effort shall be made to increase the materials that may be recycled to the extent permitted by recyclable markets. If the CONTRACTOR learns of changes in the acceptable materials or preparation requirements at the recycling facility, the CONTRACTOR shall notify the town by May 15 of each contract year so that the Town can include any such changes in its annual publicity about the program. Any penalties imposed by the processing facility for failure to meet specifications, and any turn-backs of trucks shall be the sole responsibility of the CONTRACTOR and any and all tipping fees or other disposal costs for recyclable materials shall be the sole responsibility of the CONTRACTOR.
- 2.1 (k)** Recycling containers and limits:
- The Town of Westford may elect to purchase recycling containers from the selected CONTRACTOR and requests a lump sum price for providing at least one 64-gallon wheeled container (toter) to all households.
 - Households with curbside collection service are responsible for providing their own recycling containers, whether Town issued bins or their own barrels, or other appropriate containers of a sort that is acceptable to the CONTRACTOR for the single stream recycling program. Any recyclable containers shall be clearly identified as recycling containers. The CONTRACTOR shall be responsible for

providing recycling containers for municipal facilities and schools. There is no limit on the amount of recyclable material that may be placed out for collection and the CONTRACTOR is required to collect all recyclable materials properly set out for collection. Curbside containers shall not weigh more than 50 pounds when full, in accordance with OSHA requirements. All acceptable recyclable materials immediately adjacent to the container must be collected as well.

- 2.1 (l)** Failure of the recycling collection CONTRACTOR to collect material properly set out for recycling or the collection of recyclable materials in the refuse truck shall be deemed to be non-performance which may, at the Town's sole discretion, result in the town exercising its right to impose liquidated damages as set forth in the contract and/or terminate the Contract after notice of failure to perform, in accordance with the Contract provisions.
- 2.1 (m)** Spillage: The CONTRACTOR agrees to operate collection vehicles in such a manner to prevent materials from spilling or being blown from the vehicle. If at any time during collection and transport, recyclables are spilled onto a street, sidewalk or private or municipal property, the CONTRACTOR shall immediately clean up and place in the collection vehicle all of the spilled material before the vehicle proceeds to its next stop or shall make all necessary arrangements for the spilled materials to be cleaned up immediately.
- 2.1 (n)** Contaminants or improper set outs: If the CONTRACTOR encounters any improperly set out recyclables or observes contaminants in the recyclable container, the CONTRACTOR shall leave those materials in the container. The CONTRACTOR must collect the acceptable items, and sticker the contaminants with a tag indicating they are unacceptable for collection and leave the tagged contaminants in the recyclable container. If the CONTRACTOR encounters recyclables set out improperly, the CONTRACTOR is not required to collect the recyclables but MUST place a sticker or other appropriate notification on the recyclables indicating the reason that the materials were not collected. The CONTRACTOR shall record each address where a notification was left in a daily log which will be submitted to the town on a monthly basis.
- 2.1 (o)** Stickers: The CONTRACTOR shall be responsible for producing and maintaining an adequate inventory of tags/stickers for contaminants and improperly set out recyclables, and such tags or stickers shall include the telephone number of the CONTRACTOR and the town's Recycling point of contact. The tags or stickers shall be submitted to the town for its approval no later than May 15 of any year in which there are changes in the recyclable program requiring changes in the notifications.

2.2 Special Events

The town holds several annual special events at which the CONTRACTOR shall provide trash and recycling collection containers and/or dumpsters as requested for these events and collect the materials at the end of each such event (within 48 hours). The town will give the CONTRACTOR 30-days advance notice of the events. The cost of providing this service shall be included in the lump sum costs for recycling collection and processing.

2.3 Title to Solid Waste and Recyclable Materials

The CONTRACTOR shall receive title to all solid waste and recyclable materials collected under the contract upon its collection by the CONTRACTOR. The Town shall not be considered the generator of such waste for any purpose.

2.4 Hours and Days of Operation

The CONTRACTOR shall not begin the collection of recyclables on any given day before 7:00AM in and such collection will not be continued after 5:00 P.M., except for occasions when the CONTRACTOR is forced to continue collections later than 5:00 P.M. due to weather, heavy volumes of waste, or mechanical problems. The CONTRACTOR shall maintain consistency in the pick-up hours for each district in the town whenever possible.

All recyclable collection shall be performed from **Monday through Friday** only. Collections shall occur on Saturdays with the prior permission of the town only when a holiday or adverse weather conditions interfere with the normal collection schedule.

2.5 Recycling Collection Vehicles, Dumpsters and Recycling Toters

2.5 (a) Trucks:

All vehicles used in the collection and transportation of recyclables shall be of sufficient size and capacity to operate efficiently. A sufficient number of vehicles will be supplied by the CONTRACTOR to collect residential refuse and recyclables between the hours specified in this RFP and the collection schedule approved by the Town.

- i. The town shall have the power, if the CONTRACTOR is habitually (more than one occasion per month, or at the discretion of the town) collecting waste after 5:00 P.M., to order the CONTRACTOR to increase the number of vehicles, at no additional cost to the town, if in the Town's judgment such an increase is necessary for the fulfillment of the Contract. If upon receipt of such order, the CONTRACTOR fails to comply within ten (10) days, or fails to respond with adequate reason why the increase is not necessary, such failure shall constitute a breach of this Contract, and **the CONTRACTOR shall forfeit in the form of liquidated damages the sum of Two Thousand, Five Hundred (\$2500.00) dollars for each day that the CONTRACTOR fails to comply with such order**, said penalty to be imposed for each additional truck ordered by the Town but not placed in service by the CONTRACTOR.
- ii. Bodies for the trucks to be used for collection shall be enclosed, with a capacity of not less than sixteen (16) cubic yards by actual measurement. The bodies shall be watertight, readily cleanable and sanitary, and capable of being unloaded by dumping or automatic push-out means. The equipment shall be essentially a standard product of a reputable manufacturer, so that continuing service and delivery of spare parts may be assured. The component parts of the unit need not be a product of the same manufacturer. The body shall be so mounted that when fully loaded, the axle

loading shall fall within the maximum load limit per axle as prescribed by state law and municipal code.

- iii. The CONTRACTOR shall provide a garage and yard for his equipment, which is adequate and sufficient to provide all weather, year-round operation. Unless a state of emergency is declared, adverse weather conditions shall not be sufficient reason for the CONTRACTOR to cancel scheduled collections. The CONTRACTOR shall make adequate provision for maintenance and prompt repair of his equipment. All equipment used for collection and transportation shall be thoroughly cleaned both inside and outside, at least once each week and sprayed with such deodorizing material as may be deemed necessary by each Town. All equipment used by the CONTRACTOR shall be subject to inspection for sanitation, safety, and appearance, and subject to approval or rejection by each Town at any time. The CONTRACTOR will replace rejected equipment as soon as reasonably possible.
- iv. The trucks to be used for single stream recycling **MUST BE CLEARLY MARKED** as being recycling collection vehicles. If the trucks used are multi-purpose vehicles, at any time they are being used for recycling collection the contractor **MUST PROVIDE and USE** an attachable sign that clearly indicates the truck is being used for collection of recyclables. The signs must be large enough to cover more than 50% of side of the truck and be placed on both sides of the vehicle.

2.5 (b) Dumpsters:

The CONTRACTOR shall provide the necessary dumpsters for recyclables for single stream recycling collection. The dumpsters shall be of a number and size approved by the town. If the Town deems the number or size of containers to be inadequate, the CONTRACTOR shall provide additional or larger containers and/or increase the frequency of their collection. The CONTRACTOR shall be responsible for closing dumpster lids and where dumpsters are enclosed, for securely closing dumpster enclosures after collections.

2.5 (c) Recycling Toters:

The CONTRACTOR shall be responsible for providing labels for the recycling containers or toters so that they can be clearly marked for paper/cardboard or for recyclable containers.

2.5 (d) Maintenance, cleaning, repair and replacement of equipment:

The CONTRACTOR shall make adequate provision for maintenance, cleaning, prompt repair and when necessary, replacement of collection equipment. All vehicles, conveyances, containers (including dumpsters and toters) and all other equipment of whatever nature which is used by the CONTRACTOR shall be kept and maintained in a sanitary, well repaired condition and kept as attractive as reasonably possible. Dumpsters and toters shall have working, intact lids. All such equipment shall be thoroughly cleaned inside and out as necessary and shall be deodorized as needed and when instructed by the Town. Dumpsters shall be cleaned at least every six months. All equipment and facilities used by the CONTRACTOR shall be subject to inspection

for sanitation, safety and appearance and subject to approval or rejection by the Town at any time. Vehicles and containers (including dumpsters and toters) which are rusted through, broken, leaking, missing lids or have broken, inoperable lids, shall be repaired or replaced immediately upon notification by the Town with equipment that meets the requirements of this RFP. In no event shall a multifamily property, school or municipal facility be left without dumpsters or toters for more than 24 hours without prior written authorization of the Town.

2.6 Annual Calendar and Publicity

The town creates an annual recycling/solid waste guide and calendar to distribute to its residential properties at the beginning of each fiscal year. The guide will contain the refuse and recycling collection schedule, a list of materials acceptable for recycling and set out requirements, trash rules and limits, telephone numbers for residents to call and other pertinent data. The Town and the CONTRACTOR shall consult before the creation of the guide so as to insure the information is accurate and up to date for the coming year. The CONTRACTOR must notify the Town by May 15 of each contract year of any changes at the recycling facility with regard to acceptable recyclable materials or preparation requirements. A sample of the current Westford Recycling Flyer found at Part 4, Attachment G.

2.7 Private Accounts, Weighing of Trucks

If the CONTRACTOR is to do any private work in the Towns such as commercial or industrial routes, special trucks with an identifying non-removable mark approved by the appropriate Town Official must be used. All trucks assigned to pick-up pursuant to these contracts with the Towns shall begin their routes empty and shall pick up no other wastes under private contracts or contracts with other municipalities. Violation of this requirement will be considered a material breach of the Contracts entitling each of the Towns to cancel the contract and to call upon the Performance Bond under the Contracts to cover any additional costs incurred in contracting with and employing substitute CONTRACTORS.

All trucks used for recyclables collection under the contracts shall enter the town empty at the beginning of the day. The CONTRACTOR will cause all trucks containing refuse, when the work of filling the vehicle is complete, to be immediately removed outside the limits of the town to the disposal facility. The town has the right to require the weighing of any trucks used for collection under this contract at the beginning of the truck's route so as to ensure the truck is beginning the route empty.

2.8 Spilled Materials

Materials for collection shall not be scattered about the street or on private or public property. Material that has been accidentally spilled by the CONTRACTOR shall be immediately cleaned up by the CONTRACTOR. The CONTRACTOR must carry equipment on each truck for the proper clean up and removal of spilled material.

2.9 Question and Complaint Line Provision

The CONTRACTOR shall provide customer service related to refuse and recycling collection, including customer service associated with any questions or complaints. Therefore, the CONTRACTOR shall display the name of the CONTRACTOR, the address of his local office and the toll-free telephone number on each vehicle along with the vehicle number. The CONTRACTOR'S name, address and phone number shall be lettered at least eight (8) inches high and easily visible to the public on each vehicle. The vehicle number shall be at least eight (8) inches high.

The contractor shall maintain adequate personnel at a regional office to answer telephone calls throughout the day between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday. These personnel shall receive all calls from town departments and residents in the Towns in a courteous and polite manner and shall resolve all complaints in an expeditious manner. All calls shall be logged by the CONTRACTOR'S personnel using a database or some other electronic record keeping system. A copy of the log must be provided to the town weekly through electronic mail and as a hard copy when requested.

All complaints received by the CONTRACTOR'S office before 2:00 p.m. will be acted upon forthwith by the CONTRACTOR on that day. Complaints received after 2:00 p.m. will be resolved that day if possible, but may be resolved the following day if necessary. The vehicle of the Field Supervisor assigned to each Town will be equipped with communication capability to ensure prompt and efficient communication with collection vehicles at all times.

To minimize complaints, the CONTRACTOR shall attach a brightly colored sticker on any unacceptable refuse or recyclables which clearly indicates the reason the material was not collected, together with the CONTRACTOR'S toll free telephone number and the number of the Appropriate Town Official. Any questions or disputes concerning collection of refuse and recyclables shall be directed to the Appropriate Town Official, who shall be the Town's agent to interpret the contents of this contract and whose interpretation shall be final and binding.

2.10 Reports and Billing

The CONTRACTOR must obtain daily weight slips from the recycling facility and must provide copies thereof to the town every month along with the monthly invoice. The Appropriate Town Official for each Town may direct up to ten percent of Contractor's trucks to weigh in and/or out at the beginning/end of the route. The CONTRACTOR must provide monthly reports detailing the tonnage of refuse and recyclables collected from the town. Reports must be provided within two weeks of the end of the month through electronic mail. The town may also require hard copy reports.

Each month, the CONTRACTOR shall submit an invoice to the town for payment.

2.11 Invoicing and Payment

The town shall pay the CONTRACTOR monthly throughout the term of the Contract. Each monthly payment shall be determined in accordance with the methods provided herein. There shall be no other costs or charges for any work performed under this Contract. The CONTRACTOR shall submit an invoice within ten days of the end of the previous month for the work performed in the town during that preceding month and will be paid no later than the fourth Friday of each month (or the next business day thereafter, if a holiday or other circumstances make this necessary).

Each monthly invoice shall include a copy and summary of all recyclables weight slips for the town.

2.12 Collection Schedules and Routes

Within thirty (30) business days of notification of award of contracts, the CONTRACTOR shall prepare and submit for approval to each Town awarding a contract hereunder a detailed written collection schedule for refuse and recyclables and a collection route map, indicating streets, or portions thereof, to be collected on each day of the schedule. Each address shall be scheduled for collection the same day of each week, holidays excepted. The recycling routes will be scheduled on a weekly or biweekly basis, but on the same day as refuse collection. To the extent practicable, the CONTRACTOR shall attempt to adhere to the existing collection schedule. See Part 4, Attachment B for current routes in Westford. Once approved, the CONTRACTOR shall adhere to the collection schedules and routes and may not change routes or schedules without prior consent of the town.

The town reserves the right to require the CONTRACTOR to modify the collection schedule and/or routes for the convenience of the town and the public, provided such change does not result in CONTRACTOR incurring additional costs.

2.13 Weather

Only hazardous weather conditions that result in the declaration of a state of emergency will be considered sufficient cause for the CONTRACTOR to cancel scheduled collections. Collection of the omitted routes shall be resumed as soon as possible without further disruption to the remainder of the collection schedule. For other adverse weather conditions that do NOT result in the declaration of a state of emergency, permission of the Appropriate Town Official must be obtained before the cancellation of collection is allowed. Rain or snow shall not be cause for cancellation of collection.

2.14 Operation of Vehicles

The CONTRACTOR shall ensure that caution is used at all times in the operation of all vehicles and shall specifically instruct all drivers and other personnel of the following restrictions and requirements:

- 2.14 (a) Collection vehicles shall not obstruct or block passage of other motor vehicles, except during collection of a refuse container.
- 2.14 (b) Collection vehicles shall not be operated in reverse unless absolutely necessary, i.e., in the case of a dead-end street with no turn-around.
- 2.14 (c) Collection vehicles and any other of the CONTRACTOR vehicles shall not be permitted to idle in violation of any state or other applicable laws pertaining to vehicle idling, and the CONTRACTOR shall educate all of its employees as to the provisions of the state's anti-idling law, M.G.L. Chapter 90, sections 16A and 16B.
- 2.14 (d) Each vehicle shall be equipped with all safety equipment required by State and Federal law.
- 2.14 (e) Backing of vehicles is prohibited if school-age children are in the area.
- 2.14 (f) Collection vehicles shall be inspected daily by the CONTRACTOR to ensure that all safety equipment, including back-up alarms and warning lights are operating properly.

2.15 Licensing Drivers

The CONTRACTOR shall ensure that all drivers are properly licensed and trained to operate collection vehicles in accordance with State and Federal regulations and shall require that all drivers be prepared at any time to produce their licenses for examination by the Appropriate Town Official or his/her designee throughout the term of the Contract. All employees working must have a minimum of ten (10) hours of relevant OSHA training.

2.16 Employee Conduct and Training

Employees of the CONTRACTOR are a main contact with the residents. As such they are required to act in a courteous and respectful manner at all times, and shall be fully prepared to answer questions or complaints made by residents concerning refuse and recyclables collection. All employees and subcontractors shall conduct themselves appropriately towards all members of the general public. Rude and offensive conduct, including foul and abusive language, shall not be tolerated. The town may require that an employee behaving inappropriately be removed from employment. The CONTRACTOR must provide all of its employee with adequate training so as to insure all employees understand and can communicate to residents the acceptable and unacceptable materials for refuse and/or recycling and set-out and recycling preparation specifications. The CONTRACTOR shall ensure that all of its employees working are familiar with and at all times comply with state and local waste ban regulations.

2.17 Noise

The CONTRACTOR shall avoid excessive noise in the course of its operations. Barrels and containers shall not be banged, thrown, or dropped.

2.18 Salvaging and Scavenging

Salvaging and scavenging at any time is prohibited without the prior permission of the town. The CONTRACTOR shall note any evidence of scavenging of recyclable materials from recycling containers and report such information to the town.

2.19 Care of Property

Care of containers: The CONTRACTOR shall treat all recycling containers with care so that they will not be damaged. Emptied containers and lids shall be carefully returned to the approximate location from which they were collected, but in no event shall they be replaced to a location where they block driveways, obstruct traffic or create a hazard. Containers shall not be thrown or otherwise roughly handled.

Damage to containers: When, in the judgment of either town, recycling containers belonging to residents are damaged or destroyed as a result of careless handling by employees of the CONTRACTOR, the CONTRACTOR shall either immediately replace the container at the CONTRACTOR'S expense OR reimburse the resident for the cost of replacing the container with a comparable container, at the discretion of the town after consulting with the resident and the CONTRACTOR.

Protection of real and personal property: The CONTRACTOR will take adequate precautions to protect all residential, municipal, and commercial personal and real property, (including building, grounds, shrubs, lawn pavement, streets, 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.

2.20 Holidays

Whenever a scheduled collection falls on a legal holiday, the collection schedule will shift one day later for all collections on that day and for every day thereafter during that week. Legal holidays for the town of Westford are listed as Part 4 Attachment A. The list of holidays may be changed at the discretion of the town with at least 30 days notice to the contractor.

2.21 Daily Contacts

If requested to do so at any time during the term of this contract, the CONTRACTOR shall contact the office of the Appropriate Town Official, or his designee, in person or by telephone each collection day Monday through Friday in order to receive any special directions or complaints, and to advise each such Town of any problems encountered during the route thus far.

2.22 Directions

The CONTRACTOR shall comply with any and all reasonable directions that may from time to time be given regarding changes in routing, order of collections, type and care of vehicles and equipment and such matters as that town may deem advisable to improve the recyclable collection service.

2.23 Compliance with laws, rules, regulations and orders

The CONTRACTOR shall comply with all applicable federal, state and local laws, bylaws, rules, regulations and orders issued or that may be issued by the town or the state, by the Board of Health or the State Department of Health or any other body having authority over recycling collection under this contract.

2.24 Pay-As-You-Throw Program or Barrel Limits

The Town may, at its option, choose to implement a town-wide Pay-As-You-Throw (PAYT) program or change the barrel limits for residential refuse collection during the duration of this contract. If approved, the town reserves the right to implement these programs at any time during the contract period provided the Contractor is provided with 60-day notice. It is anticipated that under either such program, the volume of refuse to be collected will be reduced and the volume of recyclables will be increased. If requested by the CONTRACTOR, price adjustments will be negotiated after the first six months of operations based on actual cost impacts.

PART 3 - CONTRACT

**CONTRACT FOR RECYCLABLES COLLECTION, TRANSPORTATION AND
MARKETING**

Between The TOWN OF WESTFORD and

The Town of Westford (Town), a municipal corporation located in the Commonwealth of Massachusetts by its Appropriate Town Official, duly authorized who, however, incurs no personal liability by reason of the execution hereof or anything herein contained, and _____, a corporation, having a usual place of business in _____, hereinafter designated as the CONTRACTOR, agree as follows:

Article I. DEFINITIONS

CONTAMINANT – Any material other than recyclable material as defined herein that is unacceptable for the Town’s recycling collection program and that should therefore be left in the recycling container by the CONTRACTOR.

CONTRACTOR – The recycling hauler(s) selected to collect recyclables for the Town under the terms of this contract. Whenever the word “CONTRACTOR” is used in this agreement, it shall be understood to include his, theirs, or its heirs, executors, administrators, successors, and assigns. The CONTRACTOR shall do all the work and furnish all the material (except as herein otherwise specified) necessary or proper for performing and completing the work hereinafter specified.

TOWN - Whenever the word “Town” is used in this agreement, it shall be understood to mean the Town of Westford, Massachusetts, acting through its Appropriate Town Official, as defined below, or his/her designee.

APPROPRIATE TOWN OFFICIAL – The term shall mean the Town Manager or his/her designee.

REFUSE - The term “refuse” is used interchangeably with “trash” and “solid waste” and shall include solid waste, garbage and rubbish from all residential properties and municipal facilities including schools but does not include sewage, manure, construction and demolition debris, yard waste, industrial waste or materials included in the Town's recycling collection program.

RECYCLABLES – “Recyclables” or “recyclable materials” refer to: paper, such as newspaper and inserts, magazines and catalogs, books (hardcover books if possible, but not required); phone books, office paper, computer paper, writing paper, folders, envelopes, greeting cards, wrapping paper, junk mail; chipboard/boxboard; corrugated cardboard, paper bags and any other recyclable paper. Acceptable commingled containers include: glass (any color) food and

beverage containers; steel, aluminum and bi-metal tin food and beverage containers; aluminum pie plates, containers, foil; all plastic containers with the resin designation #1 through #7, (#6 expanded polystyrene including packaging polystyrene must be included in the commingled containers collection if it is recycled at the recycling facility, but not otherwise required.)

LEAF AND YARD WASTE – The term “leaf and yard waste” shall include leaves, grass clippings and tree and shrub trimmings, vine cuttings, loose wood and brush and similar material and is not included in the definition of refuse under this contract.

CONSTRUCTION, DEMOLITION AND BUILDING MATERIALS OR DEBRIS - means material from construction, remodeling, demolition and repairs of houses, commercial buildings, and other structures, and such material includes but is not limited to: excavated earth, stones, brick plaster, lumber, rubble, concrete, asphalt, brick, cement and gravel, metal construction material, toilets, windows, doors or other building construction or demolition waste except that *small quantities* of wood and construction debris in trash bags or barrels or otherwise may be allowed as directed by the Town.

INDUSTRIAL WASTE - The term “industrial waste” shall mean the waste from manufacturing processes, manufacturing operations, food processing plants, slaughterhouses and building rubbish.

MULTI-DAY COLLECTION – The term “multi day” shall mean that collection from the Town may be completed in five days.

CONVENTIONAL COLLECTION – The term “conventional collection” shall mean the currently accepted method of manually collecting refuse and recyclables by use of no mechanical means.

SINGLE STREAM RECYCLING – The term “single stream recycling” shall mean the method of collecting recyclables in which households are not required to separate recyclable fiber (paper and cardboard) from their recyclable containers (plastic, metal and glass containers) but instead may place all of their recyclable fiber and containers out for collection combined together in one or more container.

HOLIDAY - The term “holiday” when used in connection with days of collection, shall include Sundays, New Year's Day, Martin Luther King Day, President’s Day, Patriot’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. The list of holidays may be changed at the discretion of the town with at least 30 day notice to the CONTRACTOR

Article II. AGREEMENT

The CONTRACTOR agrees to, at his own expense, perform all the work and furnish all the vehicles, equipment and labor for collecting, transporting and processing/marketing of all the recyclables collected within the Town of Westford during the term of this Contract, all in accordance with the terms and provisions of this Contract and in a proper, competent, thorough and professional manner; and to the satisfaction of the Appropriate Town Official or his/her

designee, whose decision as to matters pertaining to the fulfillment of this Contract shall be conclusive. The Request For Proposal Specifications and Attachments and any Addenda are parts of this Contract and are incorporated herein by reference, and any inconsistency between any of the aforementioned documents and this Contract are to be resolved in favor of those documents. The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this contract. This contract is for a THREE year period, commencing on July 1, 2015 and ending on June 30, 2018.

Article III. INSURANCE REQUIREMENTS

The CONTRACTOR shall carry and continually maintain during the term of the Contract, the following insurance in adequate amounts, as shall protect him, performing work covered by this Contract and the Town of Westford and its employees, agents and officials from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The CONTRACTOR covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from or in connection with operations under this Contract.

Except as otherwise stated, the Amounts of such insurance shall be for each policy, not less than:

For liability for bodily injury, including accidental death: \$1,000,000 for any one person and \$1,000,000 on account of one occurrence and \$5,000,000 aggregate limit;

For liability for property damage: \$2,000,000 on account of anyone occurrence and \$5,000,000 aggregate limit. Extraterritorial clause shall be included.

Workmen's Compensation Insurance: as required by the General Laws of the Commonwealth of Massachusetts.

Bodily injury premise-operation, contractor's protective and completed operations public liability insurance: in the amounts required in A, above.

Property damage premise-operations, contractor's protective and completed operations public liability insurance: in the amounts required in B, above.

Bodily injury liability insurance covering the operation of all motor vehicles owned by the contractor and vehicles not owned by the contractor while such vehicles are being operated in connection with the prosecution of the work under this contract: in the amounts required in A, above.

Property damage liability insurance covering the operation of all motor vehicles owned by the contractor and vehicles not owned by the contractor while such vehicles are being operated in connection with prosecution of the work under this contract: in the amounts required in B, above.

Contractual liability insurance covering the liability assumed by the contractor: in the amounts required under A and B, above.

Pollution Legal Liability and contractor's Operations and Professional Services Environmental Insurance

Owner's protective insurance secured by the contractor in behalf of the Town which will directly protect the Town and/or its employees, agents and officers from liability for bodily injuries, including accidental death: in the amounts required in A, above AND for property Damage: in the amounts required in B, above.

All policies shall be so written that the Town will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates evidencing such insurance shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The CONTRACTOR shall make no claims against the Town of Westford or its officers for any injury to any of his officers or employees or for damage to his trucks or equipment arising out of work contemplated by this Contract. The certificate of insurance shall be delivered to the Town at least fifty (50) days prior to July 1 of each year during the term of the contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof.

All insurance required by this contract shall be obtained from insurance companies that are duly licensed or authorized in the Commonwealth of Massachusetts to issue insurance policies for the limits and coverage so required. The Town shall be named as an additionally insured party on all comprehensive, general liability and automobile certificates.

Article IV. GENERAL REQUIREMENTS

- A. **Collection Routes** - The CONTRACTOR shall submit in writing and by a map, a collection schedule for recyclables. If the contract agreed upon between the Town and the CONTRACTOR is for five day collection of recyclables, the CONTRACTOR shall to the extent possible use the existing refuse and recycling routes attached hereto. When approved by the Appropriate Town Official, the CONTRACTOR shall strictly adhere to the schedule. The CONTRACTOR shall make no changes in or deviation from routes and schedules, once established by the Town, without the prior written approval of the Town.
- B. **Other Conditions** - Rain and ordinary snow shall not be cause for omissions of the collection of refuse in accordance with the provisions of these specifications of this contract. Collections may be omitted only under extreme adverse weather conditions such as blanketing snowstorms, hurricanes and the like, and then only with the prior approval of the Town.
- C. **Special Collections** - The CONTRACTOR shall make special collections whenever required by the Town in individual cases arising because of complaints or otherwise in accordance with the specifications in the RFP.

- D. **Directions** – The CONTRACTOR shall comply with directions that may from time to time be reasonably given by the Town regarding route changes, order of collections, type and care of vehicles and equipment and such matters as the Town deems necessary to protect public health and ensure adequate refuse and recyclables collection services.
- E. **Regulations**– The CONTRACTOR shall comply with all applicable rules and regulations issued by the Town or the State.
- F. **Collection Equipment** – The Town shall have the power at any time to order the CONTRACTOR to increase the number of vehicles, at no additional cost to the Town, if in the Town’s judgment such an increase is necessary for the fulfillment of the Contract. If upon receipt of such order, the CONTRACTOR fails to comply with such order within ten (10) days, or fails to respond with adequate reason why the increase is not well rated, such failure shall constitute a breach of this Contract, and the CONTRACTOR shall forfeit in the form of liquidated damages the sum of Two-Thousand Five Hundred (\$2500.00) dollars for each day that the CONTRACTOR fails to comply with such order, said penalty to be imposed for each additional truck ordered by the Town but not placed in service by the CONTRACTOR. The Town shall also have the power to order the CONTRACTOR to replace or repair any rusted, broken, leaking or malfunctioning dumpsters or recycling totes, and failure to do so within 10 days or to respond with an adequate reason why the repairs or replacements cannot be accomplished in ten days shall constitute a breach of this contract and the CONTRACTOR shall forfeit in the form of liquidated damages the sum of \$500 for each day that the CONTRACTOR fails to comply with such order.
- G. **Care of Resident and Municipal Property** – The CONTRACTOR and its employees shall at all times treat the recyclable containers of the Town residents with great care. When, in the judgment of the Town, refuse or recyclable containers belonging to residents of the Town and used or collection of refuse are damaged or destroyed by employees of the CONTRACTOR such containers shall be replaced forthwith by the CONTRACTOR at the Contractor’s expense or the CONTRACTOR shall reimburse the resident for the replacement of such container.
- H. **Level of Service** – The Town expects a high level of service to the residents and to the Town under this contract, including an expectation of prompt, courteous, safe, neat and efficient service by the recyclable collection personnel, the supervisory and office personnel and dispatchers with whom residents and Town officials will interact; and unfailing observation of and compliance with the Town’s and the state’s bylaws, rules and regulations related to waste limits, waste bans and recyclables and any other matters within the purview of this contract. The Town expects the CONTRACTOR to familiarize itself with the customs and procedures of the Town relative to refuse and recyclable collection and, except as spelled out otherwise herein, expects the CONTRACTOR to agree to adopt and incorporate these customs and procedures in the performance of its duties hereunder.

- I. **Non-Performance** – Whenever, in the Town’s judgment, the CONTRACTOR has failed to perform according to this Contract, the Town shall notify the Contract Manager in writing, detailing the non-performance and citing the specific section of the Contract and/or specifications. The Town shall also cite the remedy (daily penalty and/or termination of the Contract).

Article V. PAYMENTS TO CONTRACTOR

- A. The Town will pay the CONTRACTOR monthly payments based upon 1/12 of the Annual Lump Sum Payment for recyclables collection. Payments in whole or in part will be made for the faithful performance of this contract, less, any penalties for noncompliance.
- B. If the Town chooses to implement a Pay-As-Your-Throw (PAYT) program and the CONTRACTOR requests, price adjustments will be negotiated based on actual cost impacts after the first six months of operations.
- C. Payment will be made to the CONTRACTOR by the last Friday of the proceeding month, subject to the collection of expenses and/or defaults to be reimbursed to and deducted by the Town, and subject to the Town's right to terminate the Contract. The Town shall pay the CONTRACTOR for its performance of the Contract the following amounts:

For Year One:
RECYCLABLES COLLECTION, TRANSPORT AND PROCESSING \$ _____

For Year Two:
RECYCLABLES COLLECTION, TRANSPORT AND PROCESSING \$ _____

For Year Three:
RECYCLABLES COLLECTION, TRANSPORT AND PROCESSING \$ _____

Article VI. CONTRACT EXTENSION

It is not anticipated that this agreement will be extended beyond the period called for in this contract, however this agreement may be extended at the time of expiration with the mutual consent of both parties.

Article VII. INSPECTION AND REPORTS

The Town shall have the right at any time to inspect the equipment and premises of the CONTRACTOR, including the right to enter upon any property owned or occupied by the CONTRACTOR, whether situated within or beyond the limits of the Town. Whenever requested, the CONTRACTOR shall immediately furnish to the Town full and complete written reports of his operations under this Contract in such detail and with such information as the Town may request.

Article VIII. EMPLOYEES TO BE COMPETENT

The CONTRACTOR shall employ only competent persons to do the work and whenever the Appropriate Town Official shall notify the CONTRACTOR that any person on the work is, in his opinion, incompetent, discourteous, disorderly or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed under this Contract, except with the consent of the Appropriate Town Official.

Article IX. PROTECTION AGAINST LIABILITY

The CONTRACTOR acknowledges and agrees that he is responsible, as an independent CONTRACTOR, for all operations under this Contract and for all acts of his employees and agents hereunder, and agrees that he will indemnify, defend with counsel acceptable to the Town and hold harmless the Town and its officers, board, agents, officials and employees and any owners or occupants of any single family residence, multifamily property, condominium association, board members, management companies and their employees landlords and tenants from and against any loss, damage, cost, charge, expense and claim, which may be made against it or them, or to which they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the CONTRACTOR or his agents or employees and will pay promptly on demand all costs and expenses of the investigation and defense thereof, including attorney fees and expenses, and if any claim is made, the Town may retain out of any payments, then, or thereafter, due to the CONTRACTOR a sufficient amount to protect itself completely against such claim, cost and expenses.

In the event that the Town is sued or becomes subject to administrative action because the contractor has failed to properly transport, process or dispose of the Town’s trash or recyclable material, the CONTRACTOR shall pay full restitution to the Town for all expenses, fees, fines or other costs or charges incurred.

Article X. TERMINATION FOR IMPROPER PERFORMANCE

The CONTRACTOR agrees that if at any time during the term of this Contract the Town determines that the CONTRACTOR is negligently or incompetently performing the work, or any part thereof, or is unable to the satisfaction of the Town to perform the same, or is not complying with the direction of the Town, or with the regulations or orders of the Appropriate Town Officials or is otherwise failing to perform this Contract in accordance with all of its terms and provisions, or is disposing of the refuse without a permit therefore in any municipality that requires such a permit the Town may, at its election at any time thereafter, terminate this Contract, by giving written notice thereof to the CONTRACTOR specifying the effective date of such notice and upon the date so specified, Contract shall terminate.

Article XI. PAYMENT FOR DAMAGES

Liquidated Damages: The CONTRACTOR agrees that the Town is damaged by the CONTRACTOR’S failure to collect recyclables and other service deficiencies but that the amount of those damages would be difficult to determine. Should the CONTRACTOR’S failed collection or other performance deficiency result in the Town contracting with another firm to perform the work, that cost will be borne by the CONTRACTOR and deducted from the payments due the CONTRACTOR. The CONTRACTOR further agrees that the liquidated damages set forth below are fair and reasonable compensation to the Town for the CONTRACTOR’S failure to perform.

- A. Collection of any recyclable materials with refuse collection, each instance.....\$500.00
- B. Failure to clean up refuse or recyclable materials spilled by the Contractor, each instance.....\$200.00
- C. Failure to provide and maintain collection vehicles, conveyances, dumpsters and totes that are in good, clean and functional condition as provided for in the specifications, or failure to clean such vehicles, conveyances, dumpsters and totes as required in the specifications, each instance \$200.00
- D. Failure or neglect to collect recyclables properly and timely placed at curbside or to collect from schools, municipal facilities or multifamily properties as required herein according to the collection schedule, each instance\$200.00; and \$500 for the third and each subsequent failure or neglect to do so from the same address within the same fiscal year.
- E. Failure to otherwise comply with this contract and other reasonable requests from the Town with respect to the performance of this contract, each instance.....\$100
- F. Failure to comply with state and local waste bans, with other applicable laws regarding collection and disposal of materials and with the provisions in this Contract regarding restrictions on what may and may not be collected with the refuse, each instance ..\$500
- G. Failure to return emptied containers or lids to the location from which they were collected, throwing or damaging containers/lids or leaving containers/lids in the streets, driveways, sidewalks or other locations such that they obstruct traffic or otherwise pose a hazard, each instance.....\$200
- H. Failure to submit monthly weight slips to the town in a timely matter as required by these specifications, each instance.....\$200
- I. Failure to close and latch dumpster enclosure gates, each instance\$200
- J. Failure to comply with an order of the Town to increase the number of vehicles when necessary for the fulfillment of the Contract \$2500/day/truck not placed in service
- K. Failure to properly observe to use stickers, tags or other notices for residents when leaving unacceptable materials, each instance\$200
- L. Failure to promptly replace damaged or destroyed containers belonging to Town residents, each instance \$200
- M. Failure to collect such recyclables in a vehicle which is clearly and well-marked and easily identifiable as a recycling collection vehicle, each instance\$500/day

- N. Failure to replace or repair within 10 days of the Town's order to do so any rusted, broken, leaking or malfunctioning dumpsters or recycling totes, or to respond with an adequate reason why the repairs or replacements cannot be accomplished in ten days\$500 for each day that the CONTRACTOR fails to comply with such order.

The Town may deduct ALL damages referred to in this section from any payment then or thereafter due to the CONTRACTOR.

Article XII. LAWS AND REGULATIONS

This contract shall be considered to incorporate by reference all applicable federal, state and local laws, rules and regulations of all authorities having jurisdiction over collection, transportation and disposal of solid waste and recyclable material as though such provisions were set forth fully herein. The CONTRACTOR shall keep himself fully informed of all such applicable laws, rules and regulations in any other manner affecting those engaged or employed in the work, or the materials used in the work or in any way affecting the conduct of the work and of all such orders and decrees or bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the specifications or Contract for this work in relation to any such law, bylaws, regulation, order or decree, the CONTRACTOR shall forthwith report the same to the Town in writing. The CONTRACTOR shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existent and future laws, bylaws, regulations, orders and decrees; and shall protect and indemnify the Town and the Board of Selectman and their officers and agents against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree, whether by himself or his employees.

Article XIII. RESPONSIBILITY FOR LABOR AND MATERIALS

The CONTRACTOR further agrees that he will pay for all labor performed or furnished, and for all material used or employed, and for the rental or hire of vehicles, power shovel, tools and other appliances and equipment used or employed in the carrying out of this Contract, and shall pay all persons who contract with the principal for labor and materials on account of the work herein contemplated and that he will furnish the Appropriate Town Official at his request with evidence satisfactory to the Appropriate Town Official that all persons who have done work or furnished anything under this contract and all claims of private corporation or individuals for damage of any kind caused by the construction of said work have been fully paid or satisfactorily secured and in case such evidence is not furnished the Town may cause to be retained out of any amount due the CONTRACTOR sums sufficient to cover any such unpaid claims. While it is understood that the security required to be given by the CONTRACTOR to satisfy the condition of statutory law or otherwise is furnished by his giving the bond accompanying this Contract, the Town may nevertheless cause any moneys retained or to become due to be held and applied to the payments for labor or materials for which security is required under the provisions, of law.

Article XIV. PERFORMANCE BOND

The CONTRACTOR shall furnish for the term of this contract a performance bond in a form and with a surety company approved by the Town and authorized to do business in the Commonwealth of Massachusetts, conditioned upon the contractor fully performing all his obligations under this contract, and making full payment for all labor performed or furnished in the work. The penal sum of the bond shall be twelve months of the total amount of the contract sum for the particular year as set forth in the terms of the contract. The bond shall be delivered to the Town as least sixty (60) days prior to July 1 of each year that this contract is in force and effect. Failure to meet this performance bond requirement shall be cause to terminate this contract.

Article XV. CHANGE IN LAW

Any amendment, modification or supersede of any applicable law, regulation or ordinance affecting CONTRACTOR'S performance under the terms and conditions hereof, and CONTRACTOR'S compliance with such resulting law, regulations, or by laws shall not be deemed breach of this agreement, and any additional costs associated with CONTRACTOR'S compliance therewith shall not be chargeable to and payable by the Town of Westford.

Article XVI. FORCE MAJEURE

Neither the CONTRACTOR nor the Town shall be liable for the failure to perform their duties if such is caused by a catastrophe, riot, war, governmental order or regulation, act of God or other similar or different contingency beyond the reasonable control of the CONTRACTOR or the Town.

Article XVII. MAINTENANCE OF SERVICE

Notwithstanding anything else to the contrary under this contract if by reason of strike, work stoppage or slowdown, etc., CONTRACTOR shall become hindered, slowed or otherwise unable to perform under this contract, CONTRACTOR shall assign whatever management or other personnel from CONTRACTOR including but not limited to CONTRACTOR personnel from other districts in Massachusetts to provide sufficient manpower to provide the same/continuing level of refuse collection services as above referenced to the Town.

Article XVIII. CLARIFICATION OF TERMS

The term “day” or “working day” shall be interpreted to mean Monday, Tuesday, Wednesday, Thursday, Friday, (and Saturdays when a holiday falls on a working day) exclusive of legal holidays and weekends.

Article XIX. ALL CONTRACTS ARE SUBJECT TO APPROPRIATION

The compensation provided by the Contract for any services to be rendered is subject to the availability and appropriation of funds, provided, however, that in the event that funds for compensation pursuant to this Contract are not available or have not been appropriated, the Town shall cancel this Contract and shall have no further liability to the Contractor under this Contract. The Contractor shall be entitled to compensation for all services satisfactorily performed prior to the expiration of the last fiscal year for which an appropriation is available for this purpose.

Article XX. SALES TAX EXEMPTION

The Town of Westford is exempt from State Sales Tax under the Sales Act, Chapter 14 of the Acts of 1966 and all amendments thereto. This may be considered when forming contract prices.

Article XXI. PREVAILING WAGE RATES

The CONTRACTOR shall make himself aware of the provisions of Massachusetts General Law, Chapter 149, Section 27F and 31 before filing a Proposal with the Town.

This law refers to the prevail wage rate minimums as set forth by the Massachusetts, Department of Labor and Industries, 100 Cambridge Street, Boston, MA 02202. The rate schedule and the appropriate regulations relating to the subject law will be upheld and in force for all contracts set by the CONTRACTOR and the Town of Westford.

The CONTRACTOR shall determine whether or not his business falls under any of the wage rates categories and shall set his contract prices accordingly. The Town will make available copies of the latest edition of the prevailing wage rates as determined by the Department of Labor and Industries upon request. The prevailing wage schedule is attached as an exhibit to this Contract.

Article XXII. ASSIGNMENT AND/OR ORGANIZATION CHANGES

The CONTRACTOR shall not assign the Contract nor sublet it in whole or in part, or delegate any of the work to be performed to any other person, firm, company, corporation, or organization without the prior written permission of the Town. The CONTRACTOR shall not assign any monies due, or to become due to him under this Contract, without the previous written consent of the Town.

The bankruptcy, takeover or merger, outright purchase, majority stock purchase by another organization, or other change in ownership or status of the CONTRACTOR, or any assignment for the benefit of creditors, shall, at the election of the Town:

- (a) Terminate this Contract with all pertinent contractual conditions contained herein affected in favor of the Town.
- (b) Fully obligate the newly formed organization, corporation and/or legal entity to fulfill all terms and conditions of the Contract, and to perform or supply items in accordance with the specifications or descriptions contained herein.

Failure of any subcontractor to perform shall not relieve the CONTRACTOR of its obligation to fulfill the terms and conditions of the Contract as set forth herein.

Article XXIII. SEVERABILITY

In the event any provision of this Contract shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid or unenforceable any other provision of this Contract, and this Contract shall be construed as if such invalid, or unenforceable provision or provisions have never been contained herein. The remainder of the Contract shall remain in full force and effect, unless the deletion of

such provision would result in such a material change so as to deprive either party of the intended benefits of the contract.

Article XXIV. PERMITS AND APPROVALS

The CONTRACTOR shall obtain and pay for all licenses and permits necessary for collecting and transporting solid waste and for collecting, transporting and processing/marketing recyclable materials.

IN WITNESS WHEREOF, the parties, to these present have, caused these presents to be signed and sealed this ____ day of _____ in the year Two Thousand And Fifteen (2015).

The Town of Westford, Massachusetts:

_____, Appropriate Town Official

Approved As To Form _____, Town Counsel

Availability of Funds _____, Town Finance Official

CONTRACTOR

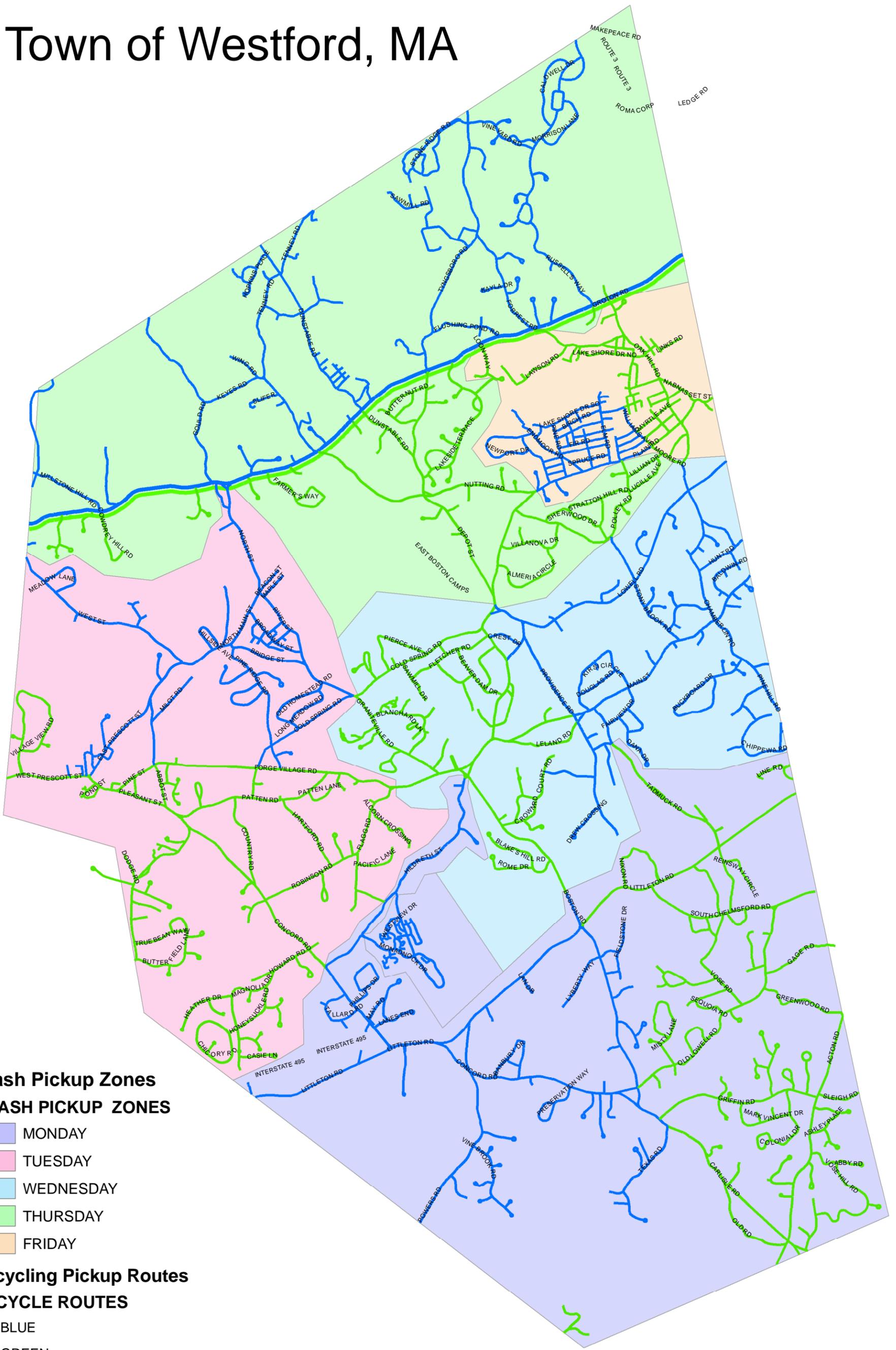
By: _____

Title: _____

Date: _____

PART 4- ATTACHMENT B
Westford Trash and Recycling Route Map

Town of Westford, MA



Trash Pickup Zones TRASH PICKUP ZONES

- MONDAY
- TUESDAY
- WEDNESDAY
- THURSDAY
- FRIDAY

Recycling Pickup Routes RECYCLE ROUTES

- BLUE
- GREEN



TOWN OF WESTFORD
PUBLIC NOTICE: DISCLAIMER
Pursuant to MGL Chapter 91A, §10, the Town of Westford hereby provides the following information GIS data information - Mapping System.
In providing this GIS data, the Town of Westford has made every effort to ensure the accuracy, currency and reliability of the content thereof however errors can occur. It is expressly understood and agreed that in producing this information, the Town of Westford, its officials, agents, servants and employees does not warrant or guarantee the information it has provided nor does it accept responsibility for any errors contained therein. In no event will the Town of Westford, its officials, agents, servants and employees be deemed or held obligated, liable or accountable for any loss or damage incurred or resulting from the use of the information provided.

Trash & Recycling Pick Up Schedule



PART 4- ATTACHMENT C
Westford Current Recycling Dumpster Schedule

Location	Size (yards)	Tip Frequency
Abbot School (2 at this location)	8	1/week
Crisafulli School	8	1/week
Fletcher Library	8	1/week
Nashoba Tech	8	1/week
Graniteville Ball Park	8	1/week
Stony Brook School	8	1/week
Highway Department	8	1/week
Westford Academy	8	1/week
Blanchard Middle School	8	1/week
Millennium School	8	1/week
Day School	8	1/week
Nabnasset School	8	1/week
Miller School	8	1/week
Robinson School	8	1/week

Please note: The Town of Westford reserves the right to request additional dumpsters at these or other municipal locations. The Town of Westford also reserves the right to increase or decrease the tip frequency. There will be no additional cost to the Town of Westford for either.

PART 4 ATTACHMENT D
Westford Recycling Guide



Westford Recycling Guide

July 2014-June 2015

westfordma.gov/recycling



Recycling is Easy....

- No Sorting! *Paper, glass bottles, plastic, cans, mail, newspaper all go in your bin or barrel together.*
 - Place recycling at the curb by 7 am on your scheduled pick up day (see calendar below).
 - Recycling is mandatory, and your trash will not be taken if you are not recycling. On your recycling week, put out your full recycling container at the curb and leave it there, even if it has been emptied, until the trash truck comes. If you choose not to recycle, you will have to hire your own trash hauler.
 - Place your trash barrels on one side of the driveway, recycling on the other side.
 - Any items that are not recyclable will be left behind with a reject sticker to explain why the items were not collected.
 - You may use a trash barrel for recyclables, but must write "Recycling" on it or get a free "Recycle" sticker at the Town Clerk's office.
- To buy a 64 gallon wheeled toter, send a check for \$45 to the Town Hall, 55 Main Street, payable to "Westford Recycling Commission."**

2014-2015 Curbside Collection Calendar

Recycling collection is every other week on your trash day. See westfordma.gov/recycling for a street-by-street schedule. Holidays are circled; there is no collection on these days. Collections are delayed by one day following the holiday.

Problems with pickups? For recycling, call Integrated Paper (IPR), 781-933-3013.

For trash, call Acme Waste, 781-935-6339.

If your issue is not resolved within 24 business hours, call Town Manager's office at 978-692-5501.

July 2014	August 2014	September 2014	October 2014																																																																																																																																																																															
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Special Collection Events (indicated by the symbol \triangle on the Calendar).

All events are held at the Highway Garage, 28 North Street, Westford.

Electronics Collections: Fall 2014 and Spring 2015. Please visit westfordma.gov/recycling for dates and fees.

Brush Chipping: October 18, 2014; April 25, 2015. 10:30am-4:30pm; \$10/load. CASH only.

Household Hazardous Waste Collection: November 8, 2014. 9am-1pm. Visit westfordma.gov/recycling for details.

Litter League Green Team: Visit westfordma.gov/recycling.

What to Recycle:

Do Not Include:

 Plastic bottles	 through All plastics 1-7 except #6 on Styrofoam. All soda, salad dressing, oil, milk, water, juice, and detergent bottles. Include caps. Other containers include margarine, butter, mayonnaise, dips, sour cream, flower pots.	Styrofoam (even if marked #6); plastic bags (including grocery store), toys and tools, plexiglass, or pieces of plastic. Check Re-foamIt.com for collection dates in Westford and surrounding towns.
 Glass bottles & jars	All clean bottles and jars, clear or colored, deposit or non-deposit. Labels may be left on and metal caps may be included.	Broken glass, dishes, Pyrex, crystal, corks, mirrors, window glass, or light bulbs.
 Steel cans	 Aluminium cans	All clean cans and their lids. All aluminum foil, plates, and pie pans.
 Paper & cardboard	Colored, school, fax, office and computer papers, newspaper, magazines, milk and juice cartons, cereal or food boxes, pizza boxes - remove food, stains OK - paperback, telephone books, & spiral notebooks. "If it rips, recycle it!"	Wall paper, foil wrapping paper, paper towels, cups, plates, or napkins.
	Clean cardboard, mailing tubes, boxes, etc. Boxes must be broken down and larger pieces must be cut down to 3 ft. sections.	
Need more info? Watch our Westford CAT videos on recycling and composting. Go to: http://westfordcat.pegcentral.com/index.php and search on "recycling"		

Visit westfordma.gov/recycling to find out how to dispose of or re-use these items and more...

Appliances Autos Batteries Books and Books on Tape Boxes Brush, Branches, Yard Debris Bulk Items	Christmas Trees Clothing Compost Bins Construction Materials & Household Fixtures Electronics and Computers Lightbulbs Household Items & Furniture Household Hazardous Waste	Laser and Inkjet Cartridges Mattresses Medications and Sharps Motor Oil Paint Propane Tanks Thermometers/Thermostats Tires
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General Recycling Questions -

If you cannot find the answer you're looking for on the website:

- Send an email message to: recycling@westfordma.gov
- Or call a Recycling Commission member – Kris at 978-692-2887 or Ellen at 978-692-2039

Westford Recycling Commission
 55 Main Street
 Westford, MA 01886

**PRESORTED STANDARD
 U.S. POSTAGE PAID
 Westford, MA 01886
 Permit #12**



**Current Resident
 Westford, MA 01886**

This publication is printed on 100% recycled paper with soy ink

PART 5- ATTACHMENT A: NON-COLLUSION AND TAX COMPLIANCE CERTIFICATE

TAXES, NON-COLLUSION, AND SIGNING AUTHORITY

Pursuant to M.G.L. Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that the company named below has filed all Massachusetts State tax returns and paid all State taxes required by Massachusetts.

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

The undersigned certifies under penalties of perjury that he/she is authorized on behalf of the company named below to bind the bidder contractually. If the bidder is a corporation, a clerk’s certificate of vote and minutes of a Director’s meeting will be provided.

Social Security Number or Federal Identification Number

Firm Name

Printed Name of Signer

Signature

Date

PART 5 - ATTACHMENT B - PREVAILING WAGES



DEVAL L. PATRICK
Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

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

RACHEL KAPRIELIAN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: Town of Westford
Contract Number: **City/Town:** WESTFORD
Description of Work: Town Wide Recyclables Collection and Transportation
Job Location: 55 Main Street

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAS, the apprentice must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Trash/Recycle						
Driver {WESTFORD}	07/01/2015	\$21.47	\$7.14	\$0.00	\$0.00	\$28.61
	07/01/2016	\$22.24	\$7.14	\$0.00	\$0.00	\$29.38
	07/01/2017	\$22.99	\$7.14	\$0.00	\$0.00	\$30.13
	07/01/2018	\$23.81	\$7.14	\$0.00	\$0.00	\$30.95
Laborer						
{WESTFORD}	07/01/2015	\$11.72	\$7.14	\$0.00	\$0.00	\$18.86
	07/01/2016	\$12.12	\$7.14	\$0.00	\$0.00	\$19.26
	07/01/2017	\$12.55	\$7.14	\$0.00	\$0.00	\$19.69
	07/01/2018	\$12.98	\$7.14	\$0.00	\$0.00	\$20.12

Additional Apprentices 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. Apprentices 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.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

PART 6 – PRICE PROPOSAL FORMS

Part 6- PRICE PROPOSAL

Item 1 Fee for First Year of Recycling Collection per RFP \$ _____
(*cost written in words*) _____

Item 2 Fee for Second Year of Recycling Collection per RFP \$ _____
(*cost written in words*) _____

Item 3 Fee for Third Year of Recycling Collection per RFP \$ _____
(*cost written in words*) _____

Item 4 Added Annual Cost for Weekly Recycling Collection \$ _____
(*cost written in words*) _____

Item 5 Lump Sum Price for 1 64-gallon Wheeled Cart Per Household per RFP Section 2.2.k
\$ _____
(*cost written in words*) _____

Item 6 Alternative Proposal- Attach to this price proposal any alternative proposal(s) related to providing 64-wheeled carts to households

I (We) certify that these prices are accurate and shall remain effective for 90 days from the date of this proposal and for the duration of the contract, if selected.

Company: _____

Name: _____

Signature: _____

Title: _____

Date: _____