

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

**RECYCLABLES COLLECTION
AND TRANSPORTATION
FOR TWO, THREE OR FIVE YEAR PERIOD
COMMENCING ON JULY 1, 2016**

April 20, 2016

Released by:

Town of Westford
Town Manager's Office
55 Main Street
Westford, MA 01886
(978) 692-5501

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**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 recyclable collection for all residential properties, municipal facilities and schools that we currently provide trash collection service. 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: Requesting proposals for a two (2) year contract, a three (3) year contract, and a five (5) year contract commencing on July 1, 2016.

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
- Part 6 Proposal Sheet

1.3 (c) Acceptance of a Request for Proposal (RFP) is subject to the availability and appropriation of funds. The Town shall cancel the contract entered into if funds are not appropriated or otherwise made available to support continuation of performance hereunder at any time during the Term and any extension of this document in the same manner as provided in G.L. chapter 30B, section 12 and Chapter 44, section 31.

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 proposer and to negotiate contract prices with any proposer. The Town also reserves the right to reject any and all proposals 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: five bound copies of the complete proposal, one unbound original copy, and one electronic copy (cd or flash drive).

- 1.5 (a)** Deadline: Sealed proposals are due by 2:00 P.M., May 3, 2016, 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 her designee(s) at 2:00 p.m. on May 3, 2016.

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 may 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 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 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, if made, 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 shall be submitted with this proposal. If the Offeror's proposal includes proposals for all services and for two (2), three (3), and five (5) year contracts, the amount of the bid bond shall be based on the Offeror's HIGHEST year one 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. 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 Offerers

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 e-mail (procurement@westfordma.gov), mail or fax to (978) 399-2557 before 4:00pm, April 26, 2016 in accordance with the schedule set forth in 1.19 to:

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

Any 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:

Distribute RFP – April 20, 2016

Deadline for Questions from Offers - April 26, 2016, 4:00pm

Receive proposals – May 3, 2016, 2:00pm

Award contract – May 10, 2016

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 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 at least weekly or more frequently 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 that we currently offer trash collection service 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 6.

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) 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 (h) 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 (i) 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 (j) Recycling Containers and Limits:

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 (k) Failure to Collect Recycling Material:

Failure of the recycling collection CONTRACTOR to collect material properly set out for recycling 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 (l) 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 (m) 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 weekly basis or as requested. 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.

2.1 (n) 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. The penalty for failure to properly observe to use stickers, tags or other notices for residents when leaving unacceptable materials is \$200.00 for each instance.

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 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 of Westford requires the CONTRACTOR to pay for the cost of printing and mailing the annual recycling calendar. 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.

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 recyclables, 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 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 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 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 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 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 the Town awarding a contract hereunder a detailed written collection schedule for 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 recycling 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.

2.14 (g) CONTRACTOR shall work with the school department to coordinate appropriate times for pickup.

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 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 employees with adequate training so as to insure all employees understand and can communicate to residents the acceptable and unacceptable materials for recycling. 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 the 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 Town is requesting bids for both an eleven (11) holiday schedule and six (6) holiday schedule as described in 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 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.

2.22 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.

2.23 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.

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”, as defined below in Article I, duly authorized who, however, incurs no personal liability by reason of the execution hereof or anything herein contained, and _____ company duly qualified to do business in the Commonwealth of Massachusetts, having a usual place of business in _____, hereinafter designated as the CONTRACTOR (the Town and the CONTRACTOR are also a “Party” to this Contract when referred to individually and are also “Parties” when referred to collectively), as of this __ day of _____, 2016, agree as follows:

Article I. DEFINITIONS

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

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.

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.

CONTRACT – Includes this Contract, and any attachments, exhibits, schedules and appendixes and the RFP, the CONTRACTOR’s Proposal dated _____, 2016 in response to the Town’s RFP, the CONTRACTOR’s performance bond all of which are incorporated by reference and are made a part of this Contract. This Contract constitutes the entire agreement between the parties concerning the work described herein, and constitutes the entire agreement of the Parties. To the extent this Contract conflicts with the terms and provisions of the Town’s Request for Proposals and the CONTRACTOR’s Proposal, the terms and provisions of each deemed most favorable to the Town shall prevail, determined in Town’s sole discretion.

CONTRACT MANAGER - A supervisory, management level person within CONTRACTOR’s organization and designated by the CONTRACTOR upon whom all notices may be served by the Town or upon whom complaints may be served or given by the Town or

any Town resident. Service of such notice or complaint upon the Contract Manager shall always constitute service upon 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.

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

FORCE MAJEURE - Any event or condition having a material and adverse effect upon the CONTRACTOR's or the Town's ability to perform pursuant to this Contract if such event or condition is beyond the reasonable control and not the result of willful or negligent action or lack of reasonable diligence of the parties relying thereon as justification for not performing any obligation or complying with any condition required of such party under this Contract. "Force Majeure" events or conditions may include but are not restricted to events of the following kinds: an act of God, an act of war, insurrection, riot or civil disturbance, fire, explosion, flood, epidemics, unusually severe and extraordinary weather conditions, acts of government or regulatory authorities, and strikes or lockouts which affect, impact or impede the CONTRACTOR's or the Town's operations.

HAZARDOUS WASTE OR HAZARDOUS MATERIALS (as such terms may be used interchangeably) – This term shall mean and include, without limitation, asbestos, flammable materials, explosives, radioactive or nuclear substances, polychlorinated biphenyls, other carcinogens, oil and other petroleum products, radon gas, urea formaldehyde, chemicals, gases, solvents, pollutants or contaminants that could be a detriment or pose a danger to the environment or to the health or safety of any person, and any other hazardous or toxic materials, wastes and substances which are defined, determined or identified as such in any past, present or future federal, state or local laws, by-laws, rules, regulations, codes or ordinances or any judicial or administrative interpretation thereof including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.), the Public Health Service Act (42 U.S.C. §300(f) et seq.), the Pollution Prevention Act (42 U.S.C. §13101 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §136 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), the Federal Clean Water Act (33 U.S.C. §1251 et seq.), the Federal Clean Air Act (42 U.S.C. §7401 et seq.), the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Massachusetts General Laws c.21E; and the Massachusetts Hazardous Waste Management Act, Massachusetts General Laws c.21C.

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

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

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.

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

PROPOSAL - The Contractor’s response to the RFP via its “Proposal” dated _____, 2016 and a subsequent “Pricing Proposal” dated _____, 2016 as modified and accepted by the Town attached hereto as **Exhibit A**.

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.) Recyclables do not include Refuse, Leaf and Yard Waste, Industrial Waste, or Construction, Demolition, Building Materials or Debris, or Contaminants.

RFP - The Town’s request for proposals for curbside collection of recyclables services issued as of _____ entitled “Town of Westford, Massachusetts Request for Proposals, Recyclables Collection and Transportation Commencing On July 1, 2016” attached hereto as **Exhibit B**.

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.

TERM - Means a term of _ () years **commencing July 1, 2016 and expiring June 30, 20__**, as may be further extended, upon the terms and conditions contained in this Contract.

TOTERS - Containers having a capacity of up to sixty-four (64) gallons with wheels and hinged lids for Single Stream Recycling collection designed to be emptied by Conventional Collection.

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

Note: Defined terms used herein shall also apply to those undefined terms referenced and used in the RFP and the Proposal including all attachments, exhibits, schedules and appendices.

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, 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 a manner most favorable to the Town. The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Contract. This Contract is for a _ year term, commencing on July 1, 2016 and ending on June 30, 20__.

This Contract is subject to the availability and appropriation of funds. The Town shall cancel this Contract if funds are not appropriated or otherwise made available to support continuation of performance hereunder at any time during the Term and any extension of this Contract in the same manner as provided in G.L. Chapter 30B, section 12 and Chapter 44, section 31.

Article III. INSURANCE REQUIREMENTS

The CONTRACTOR shall carry and continuously maintain until completion of this Agreement, insurance as specified below and in such form as shall protect the work covered by the Agreement, and the Town 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 operation under this Agreement. The CONTRACTOR covenants and agrees to hold the Town and its employees, agents and officials harmless from and against any and all loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under the Agreement.

Except as otherwise stated, the amounts of such insurance shall be not less than:

(A) Commercial General Liability to be written on a “primary and non-contributory basis” favoring the Town in the following amounts:

- \$1,000,000 Products/Completed Operations Aggregate Limit
- \$2,000,000 General Aggregate (Other Than Products/Completed Operations)
- \$3,000,000 on account of one occurrence \$3,000,000 Personal and Advertising Injury

(B) Automobile Liability (Owned-Non-Owned and Hired Automobiles and Vehicles):

- \$1,000,000 each accident (Combined Single Limit)

(C) Commercial Umbrella:

- \$2,000,000 Products and Completed Operations
- \$2,000,000 General Aggregate
- \$2,000,000 Any One Occurrence

(D) Workmen's Compensation Insurance including a “waiver of subrogation” favoring the Town in the following amounts:

-as required by the General Laws of the Commonwealth of Massachusetts.

(E) Pollution Liability and Contractor's Operations and Professional Services Environmental Insurance written on an “Occurrence” Policy Form on a primary, non-contributory basis favoring the Town in the following amounts:

- \$1,000,000 Each Occurrence
- \$3,000,000 Annual Aggregate

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. In the event any insurance carrier or CONTRACTOR’s insurance agent will not provide such notice, CONTRACTOR shall covenant to notify the Town, accordingly, and any failure of which by the CONTRACTOR will be deemed a material breach of the Agreement pursuant to which the Town may terminate this Agreement. A certificate from the CONTRACTOR's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Town before operations are begun. Such certificates shall not merely name the types of policy provided, but shall specifically refer to the Agreement and shall state that such insurance is as required by the Agreement. The CONTRACTOR shall make no claims against the Town 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 the Agreement. The certificate of insurance shall be delivered to the Town at least fifty (50) days prior to July 1 of each year that the Agreement is in force and effect. Failure to comply with the requirements of this Article III shall be cause to terminate the Agreement by the Town.

All insurance required by this Agreement shall be obtained from insurance companies that are duly licensed or authorized to conduct business in the Commonwealth of Massachusetts to issue insurance policies for the limits and coverage’s so required. The Town shall be named as an additionally insured party on all policies issued hereunder and the Town reserves the right unto itself throughout the Term to require the CONTRACTOR to obtain additional policies of

insurance and/or coverage amounts as it deems in its sole and reasonable discretion. All insurance required by this Agreement shall be obtained from insurance companies that are duly licensed or authorized to conduct business in the Commonwealth of Massachusetts to issue insurance policies for the limits and coverage's so required. The Town shall be named as an additionally insured party on all policies issued hereunder. Certificates of Insurance are attached hereto as **Exhibit C**.

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 with regard to the subject matter of this Contract.
- 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 CONTRACTOR's obligations under this Contract. If the CONTRACTOR fails to comply with such order within ten (10) days of receipt, or CONTRACTOR fails, within such time, to respond with an adequate reason, determined in the Town's sole discretion, as to why the ordered 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 into 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 Toters, and failure to do so within 10 days of said order or failure to respond, within such time with an adequate reason, determined in the Town's sole discretion, why the repairs or replacements cannot be accomplished within ten (10) 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 belonging to 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 Recyclables 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 unflinching 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 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, as designated below in Paragraph R, 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).
- J. **Title to Recyclables** - The CONTRACTOR shall receive title to all Recyclables collected by CONTRACTOR hereunder upon Curbside Pickup. The Town shall not be considered the generator of any Recyclables for any purpose. It shall be CONTRACTOR's responsibility to provide quality control for processing of all such materials collected at curbside, including, without limitation, making the determination as to whether any materials collected by CONTRACTOR contain Hazardous Waste, Hazardous Materials or Contaminants as described herein this Contract.
- K. **Processor Facility Location** - The CONTRACTOR shall provide the Town, in writing, with information on the processing facility(s) where the Recyclables are taken which shall include, without limitation, its address, history of accepting Recyclables, and capacity. The

CONTRACTOR must take the Recyclables to a processing facility(s) that accepts and processes Recyclables. The CONTRACTOR shall notify the Town in writing of any changes in the processing facility location. The CONTRACTOR shall also provide the Town with a list of materials accepted by the processing facility and will notify the Town of any changes in materials accepted by the Processing Facility.

- L. **Permits and Licenses** - The processing facility must be fully licensed and permitted by the U.S. Environmental Protection Agency (“EPA”) and the MADEP, and must also be approved to operate pursuant to any other required federal, state, or local departments, boards, commissions or offices.
- M. **Marketing, etc.** - The CONTRACTOR is responsible for the processing and marketing of Recyclables. The CONTRACTOR must designate in writing to the Town, recyclable marketing and disposal site(s), and may change such sites subject to prior notice to and approval by the Town, which approval shall not be unreasonably denied or delayed subject to any express provisions of this Contract.
- N. **Weights** - CONTRACTOR shall provide the Town with “Individual Monthly Summarized Municipal Tonnage Reports” from the processing facility accompanied by proper and verifiable weight slips, certified by a facility which maintains a Massachusetts, officially approved scale along with any other supporting evidence and material as may be reasonably requested by the Appropriate Town Official to the CONTRACTOR but no less frequently than on a monthly basis, all of which must be submitted to the Appropriate Town Official within seven (7) days of the close of each month.
- O. **Processing and Disposal Conditions** - The CONTRACTOR covenants that at no time throughout the Term of this Contract shall any of the Recyclables be accepted pursuant to this Contract be incinerated or placed in a landfill.
- P. **Rejected Recyclable Material Loads** - Any Recyclables rejected from the processing facility for any reason shall remain the property of the CONTRACTOR and shall be disposed of at an appropriate facility at no additional cost to the Town.
- Q. **Contract Manager** - The CONTRACTOR shall also designate, in writing, prior to the commencement of this Contract, to the Appropriate Town Official the name of a Contract Manager upon whom all notices may be served by the Town. Service of such notice upon the Contract Manager shall always constitute service upon the CONTRACTOR. The Contract Manager shall oversee the collection, transport and, where applicable, disposal and processing of Recyclables from the Town. The Contract Manager shall periodically contact the Appropriate Town Official on intervals reasonably determined by the Appropriate Town Official and shall promptly respond to all inquiries from the Town regarding execution of the work hereunder this Contract. All complaints shall be promptly investigated and then promptly responded to in writing by the Contract Manager on a complaint form established by the CONTRACTOR and approved by the Appropriate Town Official which form shall include the: (i) name of the complainant and the name of the person whom the Contract Manager made contact with; (ii) designation of complainant

(i.e. Household resident, Town official, etc.); (iii) time and date of complaint; (iv) brief description of the basis of complaint; (v) location of incident giving rise to the complaint; (v) the manner in which the complaint was resolved.

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 preceding 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:

RECYCLABLES COLLECTION, TRANSPORT AND PROCESSING

For Year One: \$ _____ (_____ dollars)

For Year Two: \$ _____ (_____ dollars)

For Year Three: \$ _____ (_____ dollars)

For Year Four: \$ _____ (_____ dollars)

For Year Five: \$ _____ (_____ dollars)

To be determined.

Article VI. CONTRACT EXTENSION

It is not anticipated that this Contract will be extended beyond the period called for in this Contract, however this Contract 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 it 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 Recyclables, 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 hereunder this Contract, 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 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 hereunder this Contract.

- A. Collection of any recyclable materials co-mingled 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 Toters that are in good, clean and functional condition as provided for in the specifications, or failure to clean such vehicles, conveyances, dumpsters and Toters 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.....\$100.00
- 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 \$500.00
- G. Failure to return emptied containers, Toters, or lids to the location from which they were collected, throwing or damaging containers/lids or leaving containers, Toters, or lids in the streets, driveways, sidewalks or other locations such that they obstruct traffic or otherwise pose a hazard, each instance.... \$200.00
- H. Failure to submit monthly weight slips to the town in a timely matter as required by these specifications, each instance.....\$200.00
- I. Failure to close and latch dumpster enclosure gates, each instance\$200.00

- J. Failure to comply with an order of the Town to increase the number of vehicles when necessary for the fulfillment of the Contract\$2500.00/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\$200.00
- L. Failure to promptly replace damaged or destroyed containers belonging to Town residents, each instance\$200.00
- 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\$500.00/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 Toters, or to respond with an adequate reason why the repairs or replacements cannot be accomplished in ten days\$50.000 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 under this Contract 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 Town officers, employees, representatives, 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 CONTRACTOR for labor and materials on account of the work herein contemplated and that it will furnish the Appropriate Town Official at his/her 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 its 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 all applicable law.

Article XIV. PERFORMANCE BOND

The CONTRACTOR shall furnish a performance bond, to be attached hereto as **Exhibit D** 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 contemplated hereunder. 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. Notwithstanding anything contained herein this Agreement to the contrary, in the event the CONTRACTOR's fails to timely furnish to the Town with the performance bond as aforesaid, 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 termination and upon the date so specified, this Contract shall terminate.

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 Contract, 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

A. Delays and Remedies

If any event of Force Majeure occurs which, through no fault of the CONTRACTOR, delays or will delay performance required by this Contract, which event was: (i) beyond control of the CONTRACTOR, its agents, employees and subcontractors, and (ii) could not have been prevented or avoided by the exercise of due care, foresight, or due diligence on the part of the CONTRACTOR, its agents, employees and subcontractors, the CONTRACTOR shall

immediately notify the Town of the delay, in writing, and in such writing the CONTRACTOR shall explain, in reasonable detail, the cause of the delay and the steps or measures intended to be taken to prevent or minimize the delay, including a timetable by which the CONTRACTOR intends to implement such steps or measures. Upon receiving the approval of the Town, the CONTRACTOR shall implement such steps or measures as are approved by the Town to avoid or minimize any delay. Nothing in this Article 16 shall excuse any noncompliance by the CONTRACTOR with the provisions of this Contract, nor shall the Town's approval or failure to approve any measures or steps relieve the CONTRACTOR of its responsibilities under the Contract.

B. Extension of Remedy

If the CONTRACTOR notifies the Town of the occurrence of an event of Force Majeure which delays or will delay performance of the Work under this Contract, and if the CONTRACTOR otherwise complies with the requirements of this Article 16, Paragraph A above, and if the Town reasonably determines, in its sole discretion, that the delay has been or will be caused by circumstances beyond the control and without the fault of the CONTRACTOR, its agents, employees and subcontractors, and cannot or could not have been overcome by the exercise of due diligence, due care or foresight, the Town shall extend the time for performance hereunder for a period of time equal to the length of the delay.

C. Cost Increases

Unanticipated or increased costs or expenses associated with the implementation of the actions required under this Contract through an event of Force Majeure or changed financial circumstances shall not, for the performance of the actions required by this Contract, be considered beyond the control and without the fault of the CONTRACTOR.

D. Labor Strikes

If delays are caused by a strike or other labor unrest of the CONTRACTOR's employees, the CONTRACTOR shall diligently and in good faith take all action necessary in order for to resume operations including seeking to obtain temporary restraining orders, preliminary or permanent injunctions needed to resume operation. The CONTRACTOR shall during any such period keep the Appropriate Town Official duly notified of all such actions and shall allow the Town to participate and intervene in all such actions, if the Town so desires, but this right of the Town shall not create any obligation of the Town to participate or intervene, and nor shall any participation or intervention relieve CONTRACTOR of its obligations under this Paragraph.

Notwithstanding the foregoing, in the event of nonperformance of the CONTRACTOR due to labor disputes exceeding a period of five (5) days, excluding Holidays the Town shall have the right, but not the obligation, to temporarily procure services of other contractors until such time as such labor dispute is resolved and the CONTRACTOR resumes the regular schedule and the cost of same shall be deducted from all amounts due from Town to CONTRACTOR pursuant to this Contract.

E. Inclement Weather

Ordinary snow and rain shall not be considered a Force Majeure event causing delay in performance of work of any type in accordance with the provisions of this Contract. Collections may be omitted only under the most extreme, adverse weather conditions such as blanketing snowstorms, hurricanes and the like and then only with prior approval of the Appropriate Town Official.

F. Road Restrictions/Limitations

Changes to collection routes which are subject to this Contract, necessitated by any existing and/or contemporaneous road restrictions/limitations which may occur from time to time throughout the Term shall not be considered a Force Majeure event causing delay in performance of the work contemplated hereby of any type in accordance with the provisions of this Contract.

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 its 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 E** 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 Recyclables.

Article XXV. NOTICE

Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, or by confirmed facsimile transmission to the Parties at the addresses set forth below or furnished from time to time in writing hereafter by one Party to the other Party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service as follows:

If to the Town:

Town Manager
Town of Westford
Town Hall
55 Main Street
Westford, Massachusetts 01886
Fax: 978-399-2557

With Copy to:

Kopelman and Paige, P.C.
101 Arch Street
Boston, Massachusetts 02110
Attn: John W. Giorgio, Esquire
Fax: 617-654-1735

If to the Contractor:

Article XXVI. CHANGES IN THIS AGREEMENT.

The CONTRACTOR shall do the work contemplated herein in the manner set forth in this Contract, except that the Town, by order in writing given to the Contractor, may make any

reasonable order respecting a change (increase or removal) of any part of the said work or the furnishing of extra trucks or labor relating thereto, and the Contractor shall conform to such orders within a reasonable time without additional cost to the Town. If requested by the Town, the CONTRACTOR will amend this Contract to include up to five (5) additional days so that this Contract expires on the last day of the week.

Article XXVII. SUBCONTRACTORS.

The CONTRACTOR and its subcontractors, if any, shall be mutually bound by the terms of this Contract to the extent that the provisions of this Contract apply to the work of any of CONTRACTOR's subcontractors. The subcontractor shall assume toward the CONTRACTOR all obligations and responsibilities the CONTRACTOR, under this Contract, assumes toward the Town. The Town shall have the benefit of all rights, remedies and redress against CONTRACTOR's subcontractors that the Town, under this Contract, has against the CONTRACTOR insofar as applicable to this Contract. Where a provision of CONTRACTOR's contract with its subcontractors is inconsistent with a provision of this Contract, this Contract shall govern.

Article XXVIII. COMPLIANCE WITH LAWS.

This Contract shall be considered to incorporate by reference all applicable federal, state and local laws and rules and regulations of all authorities having jurisdiction over collection, transportation and disposal of Recyclables as though such provisions were set forth in full therein. The CONTRACTOR covenants that it shall keep fully informed of all federal, state and local laws, and municipal ordinances, bylaws and regulations in any manner affecting those engaged or employed in the work contemplated hereunder, or the materials used in said work, or in any way affecting the conduct of said 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 this Contract for said work in relation to any such law, ordinance, 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 agents, employees and subcontractors to observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees and shall protect and indemnify the Town, its officers, agents, boards and employees, and the owners and occupants of any residential unit, household, condominium, multifamily apartment complex, multifamily unit, condominium association, board members, management companies and their employees, landlords and tenants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, by the CONTRACTOR, his agents or employees. Any additional cost caused by noncompliance to any applicable law or regulation shall be borne solely by the CONTRACTOR.

Article XXIX. GOVERNING LAW.

This Contract shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Contract.

Article XXX. NON-DISCRIMINATION.

The CONTRACTOR shall not discriminate against any customer, employee or applicant for employment because of race, color, religion, sex, sexual orientation, handicap, or national origin. The CONTRACTOR shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, age, handicap or national origin.

Article XXXI. NON-COLLUSION, PAYMENT OF TAXES.

By signing this Contract, the CONTRACTOR certifies that under penalties of perjury, the CONTRACTOR has filed all State tax returns and has paid all State taxes required under law. The CONTRACTOR certifies under the penalties of perjury that its Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Article XXXII. INDEPENDENT CONTRACTOR/EMPLOYEES.

The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Contract, and shall not be considered an employee or agent of the Town for any purpose.

Article XXXIII. ENTIRE AGREEMENT.

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties, to these present have, caused these presents to be signed and sealed as of the date first written above.

The Town of Westford, Massachusetts:

_____, Town Manager

Authorized by a vote of Board of Selectmen on _____, 2016

Approved As To Form _____, Town Counsel

Availability of Funds _____, Town Finance Official

CONTRACTOR

By: _____

Title: _____

Date: _____

Table of Exhibits

Exhibit A- Proposal

Exhibit B- RFP

Exhibit C- Insurance Certificates

Exhibit D- Bond

Exhibit E- Prevailing Wage Schedule

**EXHIBIT A
PROPOSAL**

EXHIBIT B

RFP

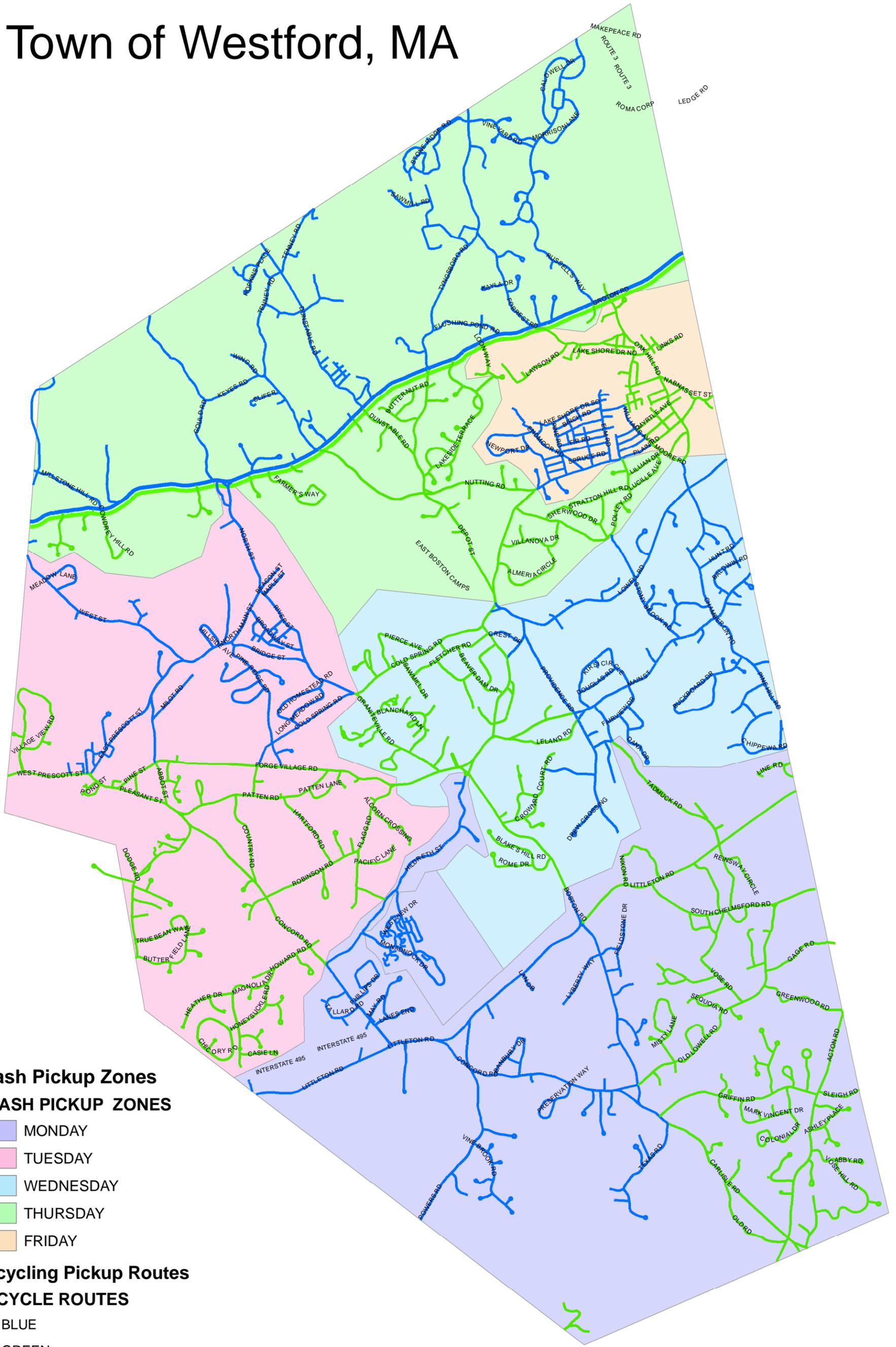
EXHIBIT C
INSURANCE CERTIFICATES

EXHIBIT D

BOND

EXHIBIT E
PREVAILING WAGE SCHEDULE

Town of Westford, MA



TOWN OF WESTFORD
 PUBLIC RECORDS DEPARTMENT
 Pursuant to MGL Chapter 94A, §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 providing this information, the Town of Westford is not providing any warranty and employees do 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 sustained or resulting from the use of the information provided.

Trash & Recycling Pick Up Schedule

Planimetric data created from Aerial Flyover April 16, 2005. Zoning as approved at STM 2005. Wetland and Conservation data from MassGIS 2005. Assessors data not survey accurate.



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
Graniteville Ball Park	8	1/week
Nashoba Valley Technical High School	7 Toters	Every other 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
Edwards Beach	8	1/week
Town Beach	8	1/week
VFW Field	8	1/week
Town Hall	8	1/week
Roudenbush	8	1/week
Frost	8	1/week
Cameron Senior Center	8	1/week
Roudenbush at Nab	8	1/week
35 Town Farm Road	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.

Westford Recycling Guide July 2015-June 2016



Recycling is Easy!



1. Recycle all rinsed bottles & cans, plastic, and all paper, including cardboard. No sorting needed.



2. No recyclable items in trash.



3. No plastic bags in recycle toters and bins



4. Place recycling apart from trash.

5. Recycling and trash out by 7 AM.



If you don't recycle, the trash truck won't take away your trash.

Problems with Pickups? Recycling- Call IPR (781) 933-3013, Monday- Friday 7 AM- 5 PM

Trash- Call Acme Waste (781) 935-6339, Monday- Friday 8 AM- 4 PM

If your issue is not resolved in 24 hours, please call Westford Town Manager's Office at (978) 692-5501

Questions? www.westfordma.gov/recycling or call Kris 692-2887 or Ellen 692-2039



To buy a Recycling Toter or a Composter, please mail check to: Westford Recycling Commission, 55 Main Street, Westford, MA 01886

Plastic 64 Gallon Recycling Toter made of 100% recycled material:

Cost: \$50.00

Plastic Earth Machine Composter made of 100% recycled material:

Cost: \$45.00



More information on our website: westfordma.gov/recycling

2015-2016 Curbside Collection Calendar

- Recycling pickup is every other week on your trash day.
- To find your trash day, go to www.westfordma.gov/recycling. Click on Trash/Recycling Schedules.
- Holidays are circled ○. No collection on these days.
- Collections are delayed by one (1) day following a holiday.
- Special events are marked with a triangle △.

July 2015							August 2015							September 2015							October 2015									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
				1	2	3	4	2	3	4	5	6	7	8	1	6	7	8	9	10	11	12	5	4	5	6	7	8	9	10
5	6	7	8	9	10	11	9	10	11	12	13	14	15	18	13	14	15	16	17	18	19	12	11	12	13	14	15	16	17	
12	13	14	15	16	17	18	16	17	18	19	20	21	22	29	20	21	22	23	24	25	26	19	18	19	20	21	22	23	24	
19	20	21	22	23	24	25	23	24	25	26	27	28	29	30	27	28	29	30				25	25	26	27	28	29	30	31	
26	27	28	29	30	31		30	31																						

November 2015							December 2015							January 2016							February 2016								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
1	2	3	4	5	6	7	6	7	8	9	10	11	12	1	3	4	5	6	7	8	9	2	7	8	9	10	11	12	13
8	9	10	11	12	13	14	13	14	15	16	17	18	19	12	10	11	12	13	14	15	16	9	14	15	16	17	18	19	20
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22	23	24	25	26	27	28	27	28	29	30	31			12	24	25	26	27	28	29	30	11	28	29					
29	30													31							10								

March 2016							April 2016							May 2016							June 2016									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
			1	2	3	4	5	3	4	5	6	7	8	9	1	1	2	3	4	5	6	7	4				1	2	3	4
6	7	8	9	10	11	12	10	11	12	13	14	15	16	9	8	9	10	11	12	13	14	12	5	6	7	8	9	10	11	
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20	21	22	23	24	25	26	24	25	26	27	28	29	30	15	22	23	24	25	26	27	28	10	19	20	21	22	23	24	25	
27	28	29	30	31										29	30	31					9	26	27	28	29	30				

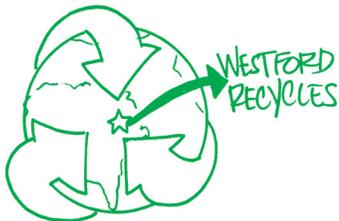
Special Collection Events

Held at Town of Westford Highway Garage, 28 North Street

- Electronics & More: September 19th, 2015; May 7, 2016. 8 am-2 pm. See website for details.
- Brush Chipping: October 17, 2015; April 16, 2016. 10:30 am-4:30 pm. \$10/load. Checks preferred.
- Household Hazardous Waste Collection: November 2016
- Westford Litter League Green Team: Please visit www.westfordma.gov/recycling.

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**

PART 5-- 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 6- PRICE PROPOSAL

Use additional pages if necessary

Item 1	Fee proposal for a two-year contract:	Proposed processing fee arrangement:	Other fee(s) (if any):
	Year 1: \$		
	Year 2: \$		
Item 2	Fee proposal for a three-year contract:	Proposed processing fee arrangement:	Other fee(s) (if any):
	Year 1: \$		
	Year 2: \$		
	Year 3: \$		
Item 3	Fee proposal for a five-year contract:	Proposed processing fee arrangement:	Other fee(s) (if any):
	Year 1: \$		
	Year 2: \$		
	Year 3: \$		
	Year 4: \$		
	Year 5: \$		
Item 4	Reduction in Annual Cost for Reducing Scheduled Holiday Delays from 11 holidays to 6 times per year:		
Item 5	Addition or Reduction to Annual Cost for Automated Pickup:		
Item 6	Alternative Proposal- Attach to this price proposal any alternative proposal(s):		

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:	