



## Town of Halifax Municipal RFP: RESIDENTIAL CURBSIDE TRASH COLLECTION

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Prepared For:

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## Introduction: Using the Contract Template

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Halifax is located in Plymouth County, 20 miles south of Boston. As of the census in 2020, there are 7,749 people residing in Halifax.

The Town of Halifax is requesting proposals for a three-year term beginning July 1, 2022. 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 contractors

Part 2 Specifications

Part 3 Proposed Contract

Part 4 Attachments

Part 5 Proposal Sheets

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

Per Massachusetts General Laws, Chapter 30B, §1(b)(30), a contract for the collection, transportation, receipt, processing, or disposal of solid waste, recyclable or compostable materials, is exempt from the public bid laws of the Commonwealth of Massachusetts. As such, a Review Committee will evaluate and present findings in order to select the proposal that offers the best all-round package for recycling processing services the Towns are seeking to obtain.

Because this service is exempt from the bidding laws, the Review Committee is free to negotiate with whatever firms it chooses, in whatever manner it believes is best suited to the Designated Municipalities' needs. All firms responding to this Request for Proposals must clearly understand that this is not a formal bid process pursuant to the legalities of M.G.L. Chapter 30B. The Review Committee is utilizing this format in order for all interested firms to provide a proposal based on uniform criteria so that a more direct comparison can be made among all proposals.

## Preparation and Submission of Proposals

A contractor who desires to submit a proposal for the tasks specified in this RFP shall thoroughly review and be familiar with the Specifications, Informational Materials/Special Conditions, and Contract (all included as part of this RFP) before submitting the Proposal. While the Towns have made every effort to ensure that the tonnage information presented in this RFP is accurate, contractors are urged to verify any and all information, which they believe, is crucial to their Proposal.

**Proposals are due by 3:00 p.m. on April 29, 2022 to the Halifax Recycling Center, Susan Johnston of the Town of Halifax, [susan.johnston@halifax-ma.org](mailto:susan.johnston@halifax-ma.org) . Please email or call her at 781 293-1732 to confirm receipt.** The Towns, at their sole discretion, may refuse to consider a Proposal that is not in the possession of this authorized representative of the Review Committee by the deadline.

Proposals must be in compliance with Federal, State and local laws, rules and regulations.

All proposals submitted in response to this RFP shall conform to the information, requirements, procedures and instructions provided. The completed proposal and all other associated documents should be submitted electronically in two pdf documents identified separately as "Technical Proposal for Hauling of Solid Waste and Recycling, and Disposal of Solid Waste" and "Price Proposal for Recycling and Trash Collection and Disposal of Solid Waste." All proposals shall be valid for a period of 90 days from the submittal deadline date.

Resulting contracts shall be between the Town of Halifax and the selected contractor, and will include Contract Signature Sheets, Price Proposal, Certificate of Insurance and Certificate of Non-Collusion. The Contracts to be entered into in response to the proposal shall be for a period of three (3) beginning between July 1, 2022. The Town of Halifax may extend its contract, subject to annual appropriation.

Each Proposal shall:

- Be signed by an authorized officer, whose signature shall be attested by the Secretary of the Corporation and the Corporation Seal affixed.
- Contain all items requested in the Technical Proposal Form, see Exhibit B.

PROPOSAL CONTENT:

Minimum Requirements:

1. See section labeled Opening and Consideration of Proposals letter (c)

## **TECHNICAL SPECIFICATIONS**

Proposals shall clearly describe how the Contractor will perform the services requested in this RFP. The technical response shall be submitted using the Technical Proposal Form provided at the end of this document.

## **PRICING PROPOSAL FORM**

Proposer should review and thoroughly understand and shall use the Pricing Proposal Form provided in Exhibit D.

- A. Hauling Fee: Using the price proposal form provided, the Contractor shall provide the any and all hauling charges related to the collection of solid waste and recycling within the Town of Halifax.
- B. Disposal of Solid Waste: The per ton payment or the charge to the Municipality by the Contractor for disposing of Solid Waste at a permitted facility.
- C. Optional service: Using the price proposal form provided, the Contractor shall provide the any and all hauling charges related to the collection of organics/food scraps within the Town of Halifax.

## Opening and Consideration of Proposals

- (a) Each Proposal shall be evaluated as per the milestone schedule.
- (b) Consideration and acceptance of all proposals shall be based on the ability of the Proposer to meet the specifications set forth in the terms, conditions, and specifications of this RFP and contract documents.
- (c) The Review Committee will utilize the following criteria in evaluating the relative merits of the Technical Proposals:
1. Years of experience hauling and disposal of solid waste and recyclables (0-10 points)
  2. Receiving facility location(s) and wait times (0-5 points)
  3. Contingency plan (0-10 points)
  4. Recent and planned equipment upgrades (0-10 points)
  5. Municipal references (0-5 points)
  6. Bank letters of reference (0-10 points)
  7. Regulatory and contract compliance (0-10 points)
  8. Completeness of the Proposal (0-5 points)
  9. Optional Service - Organics Collection and processing (0-5 points)
- (d) The Review Committee shall have the right to reject any and all proposals, or parts thereof, or items therein, and to waive any defect or irregularities as to form, therein. **Nothing in this RFP shall require that the Town of Halifax award based on the lowest price proposal.** Instead, the Town of Halifax reserve the right to base their decision on the entirety of the information provided.

## ***Questions by Proposers***

Any and all questions by prospective Proposers shall be submitted in writing by email to the Town of Halifax at [susan.johnston@halifax-ma.org](mailto:susan.johnston@halifax-ma.org) no later than close of business April 15, 2022.

Responses shall be issued by the SSRC on behalf of the Review Committee in the form of written addenda emailed to each prospective proposer.

## **Contract Implementation Milestones**

The following are the projected milestone dates:

- Advertise and distribute RFP – March 31, 2022
- Proposer questions deadline – April 15, 2022
- Responses to questions – April 22, 2022
- Proposals Due – April 29, 2022
- Proposals evaluated and negotiations (if needed) – May 2-6, 2022

- Notification of results to the Town of Halifax Town Administrator – May 11, 2022
- Contract Award – No later than May 13, 2022

## Award of Contracts

Within the time specified in the instructions for contract award, the Town of Halifax may award the contract based on Review Committee evaluations, or based on the Proposal that best meets its needs.

An individual Designated Municipality may, but is not obligated to, enter into a contract with the Preferred Proposer. The proposer receiving the highest number of points from the Technical and Price Proposals will be considered the Preferred contractor. The Town of Halifax will issue the award letter no later than May 13, 2022

## Performance Bond

**The successful Proposer(s) shall submit at the time of the execution of the Contract with a Designated Municipality, a Performance Bond equivalent to 100% of the first-year contract for the faithful performance of the Contract.** Contractor(s) shall submit evidence of their ability to acquire such bonding with their Proposal. The bond shall be renewed on an annual basis thirty days prior to the start of each ensuing fiscal year.

## Financial Statements

The successful Proposer(s) may be required to submit the previous two years audited financial statements. The Town of Halifax, within the limits of its ability, maintain the confidentiality of all materials labeled as “Confidential” by the Contractor.



# Municipal Contract for Residential/Town Curbside Recycling & Trash Collection

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## Article 1. Definitions

Acceptable Recyclables: Refer to the [Smart Recycling Guide](#).

Applicable Law: Federal, State or local law, ordinance, code, rule or regulation or other similar legislation which in any manner affects facility operations, employment, site conditions and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

Commencement Date: The date when the Contractor begins providing services according to the provisions of this Contract, which is July 1, 2022.

Contaminant(s) or Contamination: Materials that are mixed with a community's recyclable material which do not meet the definition of Acceptable Recyclables and are collected along with Acceptable Recyclables.

Contract: Includes this Contract, and any attachments, exhibits, schedules and appendixes and the RFP for Recycling Processing issued by the Town of Halifax dated March 30, 2022 the Contractor's Proposal submitted response to the RFP, as amended by the Municipality, 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 RFP and the Contractor's Proposal, the terms and provisions of each deemed most favorable to the Municipality shall prevail, determined in Municipality's sole discretion.

Contract Manager: The individual designated in writing by the Contractor to represent it in all matters relating to the management and implementation of the Contract.

Contracted Services: The Recycling and Trash services provided by the Contractor under the terms of the Contract.

Contractor: The entity that is party to this Contract, whether that be a corporation, firm, individual, joint venture, or any combination thereof, and including any subcontractors thereof.

Curbside: The portion of right-of-way adjacent to paved or traveled roadways (including alleys).

Disposal Facility(s): The designated facility or facilities designated by the Municipality or the Contractor (as applicable) to receive Trash and meeting all Federal, State, and local requirements.

Holiday: Examples include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

Inbound: Materials tipped at the Disposal Facility or the MRF prior to any processing, sorting, or mixing with materials from other communities.

Materials Recovery Facility (MRF): A specialized facility that receives, separates, and prepares Acceptable Recyclables for marketing to end-use manufacturers.

Mercury Prohibition: Disposal Prohibition Provision of the Mercury Management Act (Chapter 190 of the Acts of 2006): As of May 1, 2008, mercury-added products cannot be disposed of in trash when they reach the end of their useful life. 310 CMR 76.00 prohibits any solid waste collector from collecting as solid waste the contents of a solid waste container that the collector knows (or reasonably should know) includes one or more mercury-added products.

Multi-Family: A residential building containing more than one single dwelling unit up to three units.

Municipality: The Town of Halifax

Municipal Representative: The individual designated in writing by the Municipality to represent it in all matters relating to the management and implementation of the Contract.

Operations Manager: The individual designated in writing by the Contractor to represent it in all matters relating to the operational aspects of the Contracted Services.

Organics/Food Scraps: Any material that is biodegradable and comes from either a plant or an animal.

Party: The Municipality or the Contractor (jointly "Parties").

Prevailing Wage: As defined in Massachusetts General Law c. 149, §§ 26 – 27 and administered by the Massachusetts Executive Office of Labor and Workforce Development Department of Labor Standards.

Recyclable Containers: Metal food and beverage cans, plastic bottles/jars/tubs/jugs, glass bottles and jars, clear plastic hinged containers (clamshells), clear plastic cups, and clear plastic egg cartons, including labels and caps. The list of Recyclable Containers may be expanded or reduced from time to time as determined jointly by the Municipality and Contractor.

*Note: see [www.RecycleSmartMA.org](http://www.RecycleSmartMA.org) and Waste Disposal Ban requirements (310 CMR 19.017 and <https://www.mass.gov/guides/massdep-waste-disposal-bans>).*

Recyclable Paper: Papers, newspapers, magazines/catalogs, paperbacks & phonebooks (covers ok), corrugated cardboard, and paperboard, including paper clips, staples, and metal spirals. The list of Recyclable Paper may be expanded or reduced from time to time as determined jointly by the Municipality and the Contractor.

*Note: see [www.RecycleSmartMA.org](http://www.RecycleSmartMA.org) and Waste Disposal Ban requirements (310 CMR 19.017 and <https://www.mass.gov/guides/massdep-waste-disposal-bans>).*

Recyclables: Recyclable Containers and Recyclable Paper collected as either Single Stream or Dual Stream materials.

Recycle: as defined in the Commonwealth of Massachusetts Solid Waste Facility Regulations (310 CMR 19.000).

*Note*: see <https://www.mass.gov/doc/310-cmr-19000-solid-waste-management-facility-regulations>.

Recycling Receptacle: Receptacle used by Service Recipients to set out Recyclables for collection and conforming to the specifications in this Contract (e.g., wheeled carts, set-out bins, dumpsters).

Service Area: The area as specified in this Contract in which the Contractor shall provide Contracted Services.

Service Fee: The fee as defined in this Contract paid to the Contractor by the Municipality for Contracted Services.

Service Recipient: Any residential dwelling unit, non-residential building, or municipal building that receives Contracted Services pursuant to this Contract.

Single Family: A residential building containing one single dwelling unit.

Single Stream: A method of collecting and delivering Recyclables whereby all materials are mixed together.

Solid Waste: as defined in the Commonwealth of Massachusetts Solid Waste Facility Regulations (310 CMR 19.000).

*Note*: see <https://www.mass.gov/doc/310-cmr-19000-solid-waste-management-facility-regulations>.

Trash: Discarded materials excluding Recyclables that are otherwise defined as solid waste in the Commonwealth of Massachusetts Solid Waste Facility Regulations (310 CMR 19.000).

Trash Receptacle: Receptacle used by Service Recipients to set out Trash for collection and conforming to the specifications in this Contract (e.g., wheeled carts, pre-printed pay-as-you-throw/PAYT bags, dumpsters).

Ton: 2,000 pounds.

Waste Disposal Bans: No person shall dispose, transfer for disposal, or contract for disposal or transport of the restricted material as defined in the Commonwealth of Massachusetts Solid Waste Facility Regulations (310 CMR 19.000).

Yard Waste: Grass, pine needles, leaves, flowers, stalks, stems in a paper leaf bag or container the weight of which shall not exceed fifty (50) pounds.

*Note*: see <https://www.mass.gov/doc/310-cmr-19000-solid-waste-management-facility-regulations>.

## **Article 2. Contract Term and Amendment**

The initial term of this Contract shall be for a period of 3 years from the Commencement Date terminating on June 30, 2025.

2.1. Extension

At the option of the Municipality and with the concurrence of the Contractor, this Contract may be extended for two (2) additional 1-year term. Any Contract extension must be executed at least 3 months prior to contract expiration date.

2.2. Amendment

This Contract may not be amended, extended, or modified except by mutual agreement of the Parties in writing. Such amendment(s), when mutually agreed upon by and between the Parties, shall be incorporated into this Contract by written amendment, and executed in the same manner by the signatories hereto.

**Article 3. Collection Services**

3.1. Service Area and Customers

**Service Area.** The Contractor shall provide Contracted Services in the Service Area defined in Exhibit 1.

**Service Recipients.** The Contractor shall provide Contracted Services to:

1. All Single-Family buildings.
2. All Two-Family buildings.
3. All Three Family buildings.
4. Municipal buildings listed in Exhibit A.
5. Condominiums listed in Exhibit B.

**Change in Service Area or Service Recipients.** The Municipal Representative shall notify the Contractor of any change in the Service Area(s) or Service Recipients. In the event that the Contractor identifies changes in Service Recipients prior to being notified by the Municipality, the Contractor shall promptly notify the Municipal Representative who shall confirm within 14 calendar days whether to add or delete the identified Service Recipients. The Contractor shall initiate service to the added Service Area or Service Recipients or terminate service to the deleted Service Area or Service Recipients within 7 calendar days of receiving notice from the Municipal Representative.

3.2. Collection Schedule and Frequency

**Hours and Days of Collection.** The Contractor shall provide Contracted Services 2 days per week between the hours of 7 a.m. and 6 p.m. Monday and Tuesday, except on Holidays or as otherwise authorized by the Municipal Representative.

**Holidays.** The Contractor shall not be required to provide Contracted Services on Holidays, but for the remainder of the week following a Holiday shall shift the collection day for all Customers to the day following their normally scheduled collection day. Collection will be allowed on the Saturday following a Holiday.

Collection Schedule and Frequency. The Contractor shall provide Contracted Services on a scheduled route basis such that each Service Recipient receives each collection service on the same day each time. The collection frequency shall be:

1. **Single Family:**
  - a. Trash on a weekly basis.
2. **Two-Family:**
  - a. Trash on a weekly basis.
3. **Three-Family:**
  - a. Trash on a weekly basis.
4. **Municipal building:**
  - a. Trash see Exhibit A.
5. **Condominiums**
  - a. Trash see Exhibit B.

### 3.3. Collection Receptacles

Designated Receptacles. Service Recipients shall utilize the following Trash Receptacles:

1. Single Family:
  - a. Trash: PAYT Bags either outside or in a self-purchased container
2. Two-Family:
  - a. Trash: PAYT Bags either outside or in a self-purchased container
3. Three-Family:
  - a. Trash: PAYT Bags either outside or in a self-purchased container
4. Municipal buildings:
  - a. Trash: dumpster per Exhibit A suitable for automated collection.
5. Condominiums:
  - a. Trash: PAYT Bags either outside or in a self-purchased container

Number of Receptacles. Single Family Service Recipients shall be allowed to utilize as many receptacles as they see fit but all trash collected must be in a town labeled PAYT bag.

Single Family residential:

- a. Trash Receptacles: Any number but all trash must be in a town labeled PAYT bag.

Two Family residential:

- a. Trash Receptacles: Any number but all trash must be in a town labeled PAYT bag.

Three Family residential:

- a. Trash Receptacles: Any number but all trash must be in a town labeled PAYT bag.

Condominiums:

- a. Trash Receptacles: Any number but all trash must be in a town labeled PAYT bag.

Receptacle Specifications:

Ownership and Provision of Receptacles. Receptacles used for the Contracted Services shall be owned and provided by:

1. Single Family residential:
  - a. Trash: Resident

2. Two-Family residential:
  - a. Trash: Resident
3. Three-Family residential:
  - a. Trash: Resident
4. Municipal buildings:
  - a. Trash: Contractor
5. Condominiums residential:
  - a. Trash: Resident

Receptacle and Parts Inventory. For the Contracted Services for which it is providing Receptacles, the Contractor shall maintain an inventory of new Receptacles for distribution to new Service Recipients and replacement of damaged Receptacles. The Contractor shall also maintain an inventory of parts to repair damaged Receptacles.

Receptacle Repair and Replacement. The Receptacle owner shall be responsible for repair and replacement of Receptacles required due to normal wear and tear. The Town shall not be responsible for repair and replacement of Receptacles required due to the Contractor's or its employee's fault. The Contractor shall repair or replace damaged Receptacles within 7 calendar days after being notified by Service Recipient or if identified by the Contractor.

#### 3.4. Set Out Procedures

Residential Solid Waste Collection: Contractor will collect Residential Units' Solid Waste placed curbside in Town marked PAYT bags. Contractor is not to pick up any material that is NOT inside of a Town marked PAYT bag. The Town is responsible for all disposal fees associated with the Solid Waste collected from such Residential Units.

Residential Recyclable Material Collection: Contractor will collect Residential Units' Recyclable Materials placed curbside in Containers collected weekly. Contractor is not to pick up any material exceeding the limit of the Container unless it is in a PAYT Blue bag with the town seal on it.

#### *Collection Point:*

1. Single Family, two-family, three-family, Condominiums: Service Recipients shall place Receptacles Curbside before 7 a.m. on the scheduled collection day. Receptacle shall be placed no more than 5 feet from the public right of way in a convenient and accessible location. When construction work is being performed in the right-of-way, Receptacles shall be placed as close as practicable to an access point for the collection vehicle. Lidded Receptacles shall be placed with the lid opening facing the street.
2. Municipal buildings: The collection point shall be mutually agreed to by the Contractor and Municipality. The collection point must provide safe and efficient accessibility for the Contractor's collection crew and vehicle. In the event an appropriate location and schedule cannot be agreed upon, the Municipality shall mediate the dispute and designate the collection point.

## **Article 4. Contractor Responsibilities**

The Contractor shall furnish all equipment, labor, materials, management, and supervision necessary to provide the Contracted Services in accordance with the requirements of this Contract.

#### 4.1. Collection Procedures

**Handling of Receptacles.** The Contractor shall carefully handle all Receptacles. Receptacles shall be thoroughly emptied. Empty Receptacles shall be in the approximate location where placed by the Service Recipient with any attached lids open and unattached covers or lids placed on the ground next to the Receptacle. Receptacles shall not be placed in driveways, in front of mailboxes, in the right of way, or in any other way that interferes with traffic or mail delivery service. Receptacles shall not be bent, thrown or otherwise abused. Any type of Receptacle found in an enclosure of any kind shall be returned upright with covers placed on the Receptacle(s).

**Prohibition of Mixed Municipal Loads.** The Contractor shall Trash separately at all times during collection and delivery to Designated Facilities.

**Dedicated Collection.** The Contractor shall not combine Trash collected in the Service Area with any materials collected outside of the Service Area. The Contractor shall make collection vehicles, vehicle daily reports, violation lists, weigh tickets, and other documentation as needed to document compliance with this requirement available to the Municipal Representative immediately upon request.

**Procedures for Non-Collection.** The Contractor may decline to collect any Receptacle that is not prepared or placed in accordance with the Contract requirements.

**Litter and Spills.** The Contractor shall prevent litter and spills during the collection and transport of materials. All collected materials shall be contained fully within the body of the collection vehicle, except during the loading of materials. Hoppers on all collection vehicles shall be cleared frequently to minimize potential for litter and spills. The Contractor shall immediately clean up and repair any damage, at its own expense, caused by litter or spills that occurs during collection and transport of materials to the satisfaction of the Municipal Representative.

**Disposal Prohibition.** The Contractor certifies to the Municipality that all Trash collected under this contract are in fact delivered to a properly permitted end site.

**Special Needs Service.** The Contractor shall provide special collection service to disabled Service Recipients at no additional cost to the Municipality. The collection point shall be mutually acceptable to the Service Recipient and the Contractor. The Municipal Representative shall maintain the list of Service Recipients eligible for this service.

**Missed Collections.** If the Municipal Representative or Service Recipient notifies the Contractor before 12:00 p.m. that the Contractor failed to provide collection service (missed collection), the Contractor shall return to the Service Recipient by 6:00 p.m. the same day and collect all Trash and Recyclables placed out for collection. If the Contractor is notified about a missed collection after 12:00 p.m., collection shall be made by 8:00 a.m. the following day. The Contractor shall report all missed collections as a complaint as part of its monthly report.

#### 4.2. Designated Facilities

Trash. The Designated Facility for the Municipality's Trash is:  
[TBD].

Proof of Capacity. The Contractor shall furnish a copy of the legally binding agreement(s) with the Designated Facility(s) that ensures adequate capacity at the Designated Facility(s) to receive the Municipality's Recyclables and Trash. The Contractor shall maintain said agreement for the entire Contract term and/or notify the Municipality within 30 in advance of changes to the agreement.

Weight Slips. The Contractor shall obtain weight slips (physical or electronic) for each load of the Municipality's Trash and retain them for the duration of the Contract.

Rejected Loads. In the event a load of the Municipality's Trash is rejected by a Designated Facility, the Contractor shall immediately notify the Municipal Representative, adhere to the Designated Facility's load rejection procedures, and cooperate with the Municipal Representative to resolve the matter.

#### 4.3. Collection Vehicles

Vehicle Age. The Contractor's frontline fleet shall not exceed an average age of 5 years. No single frontline vehicle shall exceed a maximum age of 5 years; no single reserve vehicle shall exceed a maximum age of 8 years.

Vehicle Identification: Contractor shall provide to the Municipality, and maintain throughout the term of the Contract, an up-to-date list of all vehicles including year, make and model, vehicle identification number (VIN) and truck number.

Enclosed and Watertight Vehicles. All of the Contractor's collection vehicles shall have an enclosed compartment(s) for collected materials with waterproof seals and watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the compartment(s) during loading and transport operations.

Inspection. The Municipality reserves the right to conduct periodic inspections of collection vehicles to ensure compliance with Federal and State commercial motor vehicle statutes, as well as the above requirements.

Reserve Vehicles. The Contractor shall have sufficient reserve vehicles, of similar size and capacity to frontline vehicles, available to complete daily scheduled Contracted Services. Reserve vehicles shall be available to replace frontline vehicles when out of service or unanticipated delays prevent frontline vehicles from completing the Contracted Services within the established hours of collection. Reserve vehicles shall be ready to go into service within 5 hours of any breakdown or delay.

Ancillary Equipment in Vehicles. All vehicles used to provide Contracted Services shall be equipped at all times with:

1. all safety supplies, equipment, and first aid required by Applicable Laws.
2. a fire extinguisher.
3. a heavy-duty broom, a rake, and a large dustpan.



4. a spill response kit.
5. an audible back-up warning device.
6. back-up cameras.

Global positioning system (GPS), RFID and Routing Software. All vehicles used to provide Contracted Services shall be equipped with a GPS locator system and RFID reading equipment that is compatible with the RFID tags utilized on Receptacles. The RFID reading equipment shall be able to acquire and transmit data to track collection events and location of RFID-tagged Receptacles. The Contractor shall utilize an office-based routing software system capable of monitoring the vehicles' movements for customer service and operational improvement processes. Upon request, the Contractor shall promptly provide its GPS logs and RFID service records to the Municipal Representative.

Maintenance and Cleaning. The Contractor shall monitor, maintain and repair its vehicles, at a minimum, in compliance with the manufacturer's recommendations. Oil/hydraulic systems and waterproof seals/enclosures shall be kept in good condition at all times to prevent spills and leaks. All vehicles used for the Contracted Services shall be washed and sanitized at least once weekly.

Vehicle Marking and Identification. All vehicles used for the Contracted Services shall:

1. Be painted a uniform color
2. Clearly display the Contractors logo, name, telephone number, and vehicle identification number

Alternative Fuels and Hybrid Drive Technology. The Municipality encourages the use of alternative fuels and/or hybrid drive technology in collection service vehicles. The Municipality also prefers the use of environmentally preferable hydraulic fluid in their service vehicles, which can be found on state contract VEH96.

#### 4.4. Personnel

Contract Manager and Operations Manager. At least 60 days prior to the Commencement Date and throughout the term of the Contract, the Contractor shall provide the Municipality with the name, title, and contact information for the Contract Manager and one (1) or more Operations Managers. The Contract Manager shall be the official point of contact on behalf of the Contractor for all technical and administrative matters pertaining to the Contracted Services. The Operations Manager(s) shall oversee the Contractor's day-to-day operations and Contracted Services under the Contract.

Licenses and Training. At all times when operating vehicles to provide the Contracted Services, employees shall carry a valid Massachusetts license to operate the type of vehicle being operated. Employees shall be qualified and appropriately trained for the tasks assigned to them and to ensure compliance with the requirements of the Contract and all Applicable Law. The Municipality has the right to review the Contractor's training records.

Quality and Conduct of Personnel. The Contractor shall use competent and qualified personnel to provide the Contracted Services meeting all non-discrimination and OSHA standards. The Contractor shall perform a criminal record check for all personnel through the Massachusetts CORI database and maintain records for inspection upon request by the Municipality. All of the

Contractor's personnel shall maintain a courteous and respectful attitude toward the public at all times. At no time may they solicit, request or receive gratuities of any kind.

Uniforms and Personal Protective Equipment. The Contractor shall furnish all personnel (whether full-time, temporary, or contracted) with a uniform identifying them as working for the Contractor. The uniform need not be a complete set of clothing but must be sufficient to ensure easy identification. Personnel are required to wear the uniform at all times while on duty. All collection personnel must wear a reflective safety vest with the name of the company affixed. Regardless of uniform, shirts must be worn at all times. The Municipality reserves the right to approve the uniform furnished by the Contractor.

Approval of Personnel. The Municipality reserves the right to disapprove and request replacement of any of the Contractor's personnel assigned to the Municipality's work, including the designated Contract Manager or Operations Manager. Such disapproval or request shall be for reasonable cause only and shall be addressed in writing to the Contract Manager. Notwithstanding the foregoing, the Contractor shall not be required to take any action with regard to the Contractor's personnel that would violate any Applicable Law.

#### 4.5. Safety

Safety Plan and Safety Manager. The Contractor shall develop, implement, and comply with a safety plan for all of its operations under the Contract. The safety plan shall comply with all Applicable Laws for solid waste collections operations and equipment. A copy of the safety plan shall be provided to the Municipal Representative upon request. The Contractor shall appoint an employee who is qualified and authorized, as defined by ANSI and OSHA, to supervise and enforce safety compliance.

Safety Training. The Contractor shall provide routine safety training to all employees in compliance with all Applicable Laws. Documentation of the Contractor's training programs shall be provided to the Municipal Representative upon request.

Medical Response Procedure. A written procedure shall be established for the immediate removal to a hospital or a doctor's care of any employee or other person that is injured and requires medical assistance during the execution of the Contract. Any injury sustained by a Contractor employee while on the job, including OSHA recordable injuries, shall be reported to the Municipal Representative immediately.

#### 4.6 Shutdowns

Contingency Plan. The plan shall ensure that collection and disposal of Solid Waste is not interrupted.

Notification. As soon as the Contractor knows that a Shutdown may occur or has occurred, the Contractor shall notify the Municipal Representative as to the reason for the Shutdown, what services the Contractor is unable to provide, procedures that have been/will be implemented, and the timeline anticipated to resume regular operations.

Alternative Facilities. In the case of a Shutdown, it shall be the responsibility of the Contractor to locate an alternative facility or facilities if needed to ensure that the disposal of Solid Waste is not interrupted. The Contractor shall be responsible for any costs incurred for transport,

Receiving, and Processing at any alternative facility, without any contribution from the Municipality as part of any fees due hereunder or otherwise.

Penalties and Termination. In the event of a Shutdown for any reason other than a Force Majeure event, the Contractor shall be subject to penalties pursuant to this Contract.

#### 4.7 Office and Website Requirements

Office Requirements. The Contractor shall maintain an office within 40 miles to handle operations and customer services which shall remain open for business at a minimum from 7 a.m. to 5 p.m. on Monday to Friday each week. The office shall be equipped with adequate and appropriate personnel and equipment to document and timely respond to all inquiries, issues, and complaints. Office staff shall be familiar with the Municipality, the Contracted Services, and the Contractor's obligations under the Contract. The Contractor shall provide a staffed voicemail service during non-office hours to receive and log Service Recipient calls. The Contractor shall provide and maintain a voice communication system to allow immediate communication between the Contract Manager, the Operations Manager(s), and all collection vehicles.

Website Requirements. The Contractor and/or the Municipality shall establish and maintain a website that is publicly available 24/7 with information specific to the Municipality and Contracted Services where Service Recipients can easily obtain information about collection services, address-specific collection schedule information, material preparation requirements, inclement weather service changes, links to Recycle Smart MA and other MassDEP resources, and other relevant service information. The website shall provide Service Recipients the ability to easily submit service inquiries and complaints.

Contract Manager Contact. The Municipal Representative shall be able to directly contact the Contract Manager via mobile device at any time.

#### 4.8 Customer Service

General Provisions. The Contractor shall be responsible for providing customer service functions relating to delivery of Contracted Services including informing Service Recipients of potential service levels and changes, receiving and resolving Service Recipient complaints, dispatching special collections, and referring questions as necessary to the Municipality. The Contractor shall answer all incoming calls and respond to all internet inquiries promptly and courteously. When calling the Contractor's customer service telephone number, Service Recipients should be able to receive recorded service information and talk directly with a customer service representative. When contacting the Contractor through its website, Service Recipients should be able to obtain service information and send an email to a customer service representative.

Response Time. During office hours, the Contractor shall respond to all Service Recipient inquiries whether received via telephone or internet within 24 hours. During non-office hours, Contractor shall respond to all Service Recipient inquiries by 10:00 a.m. the following business day.

Handling of Complaints. The Contractor shall maintain a computerized daily log of all complaints including date, time, complainant's name and address, nature of the complaint, and the date and manner of resolution. The Contractor shall take whatever steps are necessary to remedy

the cause of a complaint within 24 hours after receiving a complaint from the Service Recipient or the Municipal Representative. The Contractor may request, and the Municipal Representative may grant, additional time to remedy a complaint when necessary.

Dispute Resolution Process for Service Recipients. The Contractor shall promptly notify the Municipal Representative whenever assistance is needed to resolve a dispute between a Service Recipient and the Contractor, including but not limited to, disputes concerning the proper interpretation and implementation of the Contracted Services. The Contractor shall notify the Municipal Representative about any disputes with a Service Recipient that the Contractor has not been able to resolve within 24 hours after receiving the complaint. The Municipal Representative shall promptly evaluate the facts concerning such disputes and shall make a fair and impartial determination about such matters. The Municipal Representative shall notify the Contractor and the Service Recipient in writing concerning the Municipal Representative's decision about the disputed issue(s).

#### 4.9 Records and Reporting

General. The Contractor shall provide monthly and annual reports to the Municipality in a format approved by the Municipality. In addition, the Contractor shall allow the Municipal Representative access to records and pertinent operations information utilized for reporting to the Municipality and related to compliance with obligations defined in the Contract. Contractor shall retain all records and reporting related to the Contracted Services for 7 years.

Route Maps and Schedule. The Contractor shall maintain up to date collection route maps and schedules for the Contracted Services which shall be readily available for review by the Municipal Representative.

Daily Route and Missed Collection Reporting. By 5 p.m. on each day Contracted Services are provided, the Contractor shall send an email to the Municipal Representative verifying whether that day's collection routes were completed and listing any missed collections. The email shall state whether the scheduled routes are complete or not complete. A route shall be deemed incomplete if more than 2 streets and/or 10 households of scheduled Service Recipients have not received collection service.

Complaints Reporting. By 5 p.m. on each day Contracted Services are provided, the Contractor shall send an email to the Municipal Representative detailing all complaints received that day, including complainant's name and address, nature of the complaint, and the status of its resolution.

Monthly Reports. The Contractor shall submit to the Municipality a monthly report as documentation to support the Contractor's monthly invoice. The monthly report shall contain:

1. Documentation of collection activities, including daily and total monthly numbers of routes completed and not completed, missed collections, complaints, litter and spill incidents, and vehicle accidents and traffic infractions.
2. Documentation of daily and total monthly number of loads and tons delivered to Designated Facilities (for both trash and recyclables).
3. Description of any changes to collection routes, Receptacles, vehicles, customer service or other related activities affecting the provision of Contracted Services.
4. Calculation of Service Fee(s) in accordance with this Contract.

5. Calculation of administrative charges, interest on overdue payments, or proration determined in accordance with this Contract.
6. Certified weekly payroll for all employees working in the Municipality including without limitation, drivers, laborers, day laborers, and temporary laborers.
7. Other information reasonably requested by the Municipality.
8. Please refer to the Contracting Template for Processing Recyclables for reporting requirements relative to recyclables processing.

Annual Reports. The Contractor shall submit to the Municipality an annual report for the previous year within thirty (30) calendar days of the anniversary of the Commencement Date.

The annual report shall contain:

1. Documentation of monthly and annual numbers of routes completed and not completed, missed collections, complaints, litter and spill incidents, and vehicle accidents and traffic infractions.
2. Documentation of monthly and annual number of loads and tons delivered to Designated Facilities.
3. Documentation of monthly and total annual Service Fees.
4. Documentation of monthly and total administrative charges, interest on overdue payments, and prorations.
5. An inventory of current collection frontline vehicles.
6. Other information reasonably requested by the Municipality.

#### 4.10 Transition

Transition Plan. Prior to the Commencement Date, the Contractor shall work with the Municipality to develop and complete a mutually agreed-to transition plan no later than 45 days prior to the Commencement Date. The Contractor shall provide a draft Transition Plan no later than 60 days prior to the Commencement Date, including, but not necessarily limited to, the following:

1. Route Maps and Schedule: Identify collection routes and the schedule for collecting Recyclables and Trash.
2. Receptacle Distribution. The plan shall specify the Receptacles to be provided by the Contractor and provide a schedule for assembly and distribution at Municipal Buildings and Condominiums.
3. Service Recipient Outreach: The plan shall include a user guide to be distributed prior to the Commencement Date that provides a description of collection services, proper preparation of Trash, proper Receptacle placement, available service levels and rates, and information and a map indicating the day of collection. Separate user guides shall be prepared for each type of Service Recipient if needed.
4. Mobilization. The plan shall specify the vehicles that will be utilized to provide Contracted Services and provide a schedule for their acquisition and delivery (if newly acquired), provide job descriptions for and headcount of personnel who will be utilized to provide Contracted Services.
5. Other Information: The Transition Plan shall provide other information reasonably required by the Municipality to ensure a smooth and on-schedule transition.

Vehicles and Personnel. The Contractor shall have all necessary vehicles and personnel mobilized and providing Contracted Services on the Commencement Date.

Transition at Expiration. The Contractor shall work with the Municipality and any subsequent service provider to develop and implement a transition plan to ensure continuity of services upon expiration of the Contract. In particular, the Contractor shall provide any information reasonably requested by the Municipality regarding the Contracted Services including, but not necessarily limited to, customer lists and contact information, customer collection schedules, and inventory database of Receptacles that will be retained by the Municipality and/or utilized by a subsequent service provider.

#### 4.11 Other Requirements

Outreach and Education. Each year during the month following the anniversary of the Commencement Date, the Contractor shall distribute a printed mailer or agreed upon alternative to all Single Family and Multi-Family Service Recipients designed to increase public awareness of the Contracted Services. The mailer shall provide a description of collection services, accepted Recyclables and common Contaminants, proper preparation of Trash and Recyclables, proper Receptacle placement, available service levels and rates (if applicable), and information and map indicating the day of collection. Separate user guides shall be prepared for each type of customer.

Municipal Review and Approval. The Contractor shall provide the mailer and any other printed education materials to be distributed to Service Recipients to the Municipality at least ten (10) days prior to printing for review and approval. No printed material shall be distributed to Service Recipients without the written approval of the Municipality. All printed material must contain a minimum of 30% post-consumer recycled content and same be stated on printed material.

Recycle Smart MA. All materials provided by the Contractor to Service Recipients shall conform to guidance outlined within Recycle Smart MA <https://recyclesmartma.org/smart-recycling-guide/> and reference MA Waste Ban 310 CMR 19.017. The Contractor shall utilize website and online media for providing further education on materials being recycled and marketed by the Designated Facility. All outreach must conform and, where applicable, link to Recycle Smart MA.

Meetings. The Contractor shall participate in regular monthly meetings with the Municipality to review the status of Contracted Services. The Contractor shall participate in additional meetings as needed/requested by the Municipality, with the public and/or Municipality associated with the Contracted Services or to support the Municipality's outreach and education program.

Pilot Programs. The Municipality may require the Contractor to participate in pilot programs that temporarily alter one or more provisions of the Contract. The Municipality and Contractor will negotiate in good faith and execute a letter of agreement defining the schedule, responsibilities, obligations, and potential compensation for the Contractor's participation in a pilot program.

Emergency Services. In the event of a disaster or declared emergency, the Contractor shall provide emergency services at the Municipality's request. The Contractor shall be capable of providing emergency services within twenty-four (24) hours of notification by the Municipality or as soon thereafter as is reasonably practicable. Emergency services which exceed the scope of work under this Contract, and which are not compensated as special services in accordance

with this Contract shall be compensated through a negotiated agreement between the Contractor and Municipality in accordance with this Contract.

90 Day Extension. Should the Municipality choose not to renew this Contract or should no renewal options remain and a new contract has not been established, the Contractor agrees to continue to provide the Contracted Services to the Municipality for up to an additional ninety (90) day period beyond the expiration of the Contract at the then established rates, provided that the Municipality requests said services in writing at least one hundred twenty (120) days prior to the expiration date.

Compliance with Laws and Regulations. The Contractor shall comply with all Applicable Laws, including all requirements concerning health and safety, noise, odors, effluent and emissions. Should the Contractor receive a notice for the violation of such requirement, the Contractor shall report the violation to the Municipality no later than twenty-four (24) hours following notification, including the type of violation, the date of notice, agency issuing the violation, any resulting fees or requirements, and planned resolution of the violation.

## **Article 5. Municipality's Responsibilities and Rights**

Ownership of Materials. The Contractor shall receive title to all Trash and Recyclable material upon its collection at the curbside. The Municipality shall not be considered the generator of such waste for any purpose.

Quantity and Quality of Materials. The quantity of Trash and Recyclables under the Contract shall not be guaranteed by the Municipality. The quality of Recyclables under the Contract shall not be guaranteed by the Municipality. The Municipality shall make reasonable efforts to minimize the amount of Contamination present in Trash and Recyclables through its public education and monitoring program. The Contractor shall make reasonable efforts to minimize the amount of Contamination present in Trash and Recyclables through tagging and tracking non-compliant receptacles and/or rejecting containers with visible contamination.

Inspections. The Municipality shall have the right to observe all Contractor operations related to this Contract. Observation may be by Municipality employees or Municipality-designated representatives.

Outreach and Education. The Municipality shall have primary responsibility for developing, designing and executing overall public promotion, education and outreach programs with the assistance and cooperation of the Contractor. All materials provided by the Municipality to Service Recipients shall conform to guidance outlined within Recycle Smart MA <https://recyclesmartma.org/smart-recycling-guide/> and reference MA Waste Ban 310 CMR 19.017. The Municipality shall utilize website and online media for providing further education on materials being recycled and marketed by the Designated Facility. All outreach must conform and, where applicable, link to Recycle Smart MA.

Pilot Collection Programs. The Municipality reserves the right to implement and evaluate various outreach and education methods, collection monitoring methods, collection equipment and/or material sorts on a pilot basis during the term of the Contract. The Municipality and Contractor will negotiate in good faith and execute a letter of agreement defining the schedule,

responsibilities, obligations, and potential compensation for Contractor's participation in a pilot program.

Changes to the Contract. The Municipality's Representative may at any time, by a written order, and without notice to the sureties, make changes within the general scope of the Contract if both Parties mutually agree. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under the Contract, an equitable adjustment shall be made in the Contract price and the Contract shall be modified in writing accordingly.

Municipal Representative. Prior to the Commencement Date and throughout the term of the Contract, the Municipality shall provide the Contractor with the name, title, and contact information for the Municipal Representative. The Municipal Representative shall be the primary point of contact for all administrative, financial, technical, and operational matters pertaining to the Contract.

## **Article 6. Financial Terms**

### **6.1. Service Fees**

The Service Fee covers the costs for all the Contractor's responsibilities under this Contract. The Municipality shall pay the Contractor based on a Service Fee per type of Service Recipient per month. The Service Fees on the Commencement Date for the Contracted Services shall be utilized in Exhibit C: Price Proposal Form

### **6.2. Liquidated Damages**

Each month, the Contractor shall owe the Municipality for any and all liquidated damages determined during the month to be valid performance standard violations in accordance with the terms of the Contract.

### **6.3. Invoicing and Payment Procedures**

No later than 21 calendar days following the end of each month, the Contractor shall submit an invoice and monthly report including: calculation of the Service Fee(s), invoices detailing trash and recycling tonnage, interest on overdue payments, or proration, and the net payment due to either Party. The Municipality shall make payment, minus any valid liquidated damages, to the Contractor within 30 calendar days following submission of the invoice and a complete monthly report.

### **6.4. Proration**

If any payments, rights or obligations under this Contract (whether relating to financial terms, insurance, or to any other provision of this Contract) relate to a period in part before the Commencement Date or after the date of expiration or termination of the term, the Parties agree that appropriate adjustments and proration shall be made.

### **6.5. Invoice or Payment Disputes**

If any Party disputes an amount owing to the other Party, such Party shall give notice to the other Party of such disputed amount together with sufficient information to allow the other Party to understand the nature of the dispute and deliver such notice on or before the due date of the amount disputed. The Party shall pay all undisputed amounts on the due date. Interest at the rate specified in the Contract, or as specifically established for such item so disputed, shall



accrue from the original due date on disputed amounts, or the portions thereof, to the Party which is ultimately determined to be entitled to such disputed amount or any portions thereof.

6.6. Annual CPI Adjustment

On contract anniversary date of each year of the term of this Contract, the Processing Fee shall be adjusted using the most recently available trailing 12 months average CPI compared to the 12 months preceding and shall not exceed 2%.

The index used shall be the CPI for All Urban Consumers (CPI-U), Northeast Urban Region; All Items, not seasonally adjusted, 1982-1984=100 reference base published by the United States Department of Labor, Bureau of Labor Statistics (Series ID – CUUR0200SA0). The CPI adjustment shall be calculated as follows:

$$\text{Rate Adjustment (\%)} = \frac{\text{CPI New} - \text{CPI Old}}{\text{CPI Old}}$$

**Article 7. Performance Standards and Liquidated Damages**

7.1. Prior To Collection Commencement Date

Prior to the Commencement Date, the Contractor shall prepare to provide its Contracted Services in a responsible manner in accordance with this Contract. In the event the Contractor fails to provide required information or meet the deadlines, the Municipality has the right to assess liquidated damages for each deadline that is missed. Failure to meet the deadline of more than two (2) tasks may lead to the termination of the Contract. The Municipal Representative may impose liquidated damages for Contractor's actions during the transition period prior to the Commencement Date, as set forth below:

1. Failure to provide the draft Transition Plan with the required contents no later than 45 days prior to the Commencement Date.  
\$100 for each calendar day of delay.
2. Failure to identify the Contract Manager and Operations Manager at least 60 days prior to the Commencement Date.  
\$50 for each calendar day of delay.
3. Failure to distribute informational pamphlets at least 14 days prior to the Commencement Date.  
\$50 for each calendar day of delay.
4. Failure to have all necessary vehicles and personnel mobilized and providing Contracted Services on the Commencement Date.  
\$500 for each calendar day of delay.

7.2. During the Term of the Contract

1. Failure to immediately clean up and repair damage caused by materials spilled during collection.  
\$100/occurrence

2. Failure to promptly pick up waste spilled during transport if the municipality receives a complaint of such spill.  
\$100/occurrence
3. Willful mishandling of waste barrels/receptacles or recycling containers.  
\$50/occurrence
4. Failure to place waste barrels/receptacles in an upright position at approximately the same location upon emptying or failure to place recycling containers upside-down at approximately the same location upon emptying.  
\$50/occurrence
5. Placement of barrels, recycling bins, or lids such that they obstruct roads, driveways, or mailboxes.  
\$50/occurrence
6. Following notice of complaint, failure to collect waste from a specific location on the same day as the regular collection route or by noon of the following business day if so authorized by the municipality.  
\$200/occurrence
7. Failure to collect appropriate materials properly set out from two (2) or more subscribers on the same day of the regular collection route, or by 9:00 a.m. of the following business day if so authorized by the municipality.  
\$200/occurrence
8. Failure to pick up from any single address more than one time in a given month or three times in a six-month period when the driver or contractor is a fault.  
\$200/occurrence
9. Continued violation of traffic laws, ordinance or regulation during collection and haul, after written notice to correct from the municipality.  
\$500/occurrence
10. Beginning any single collection route prior to 7:00 a.m. or finishing after 6:00 p.m. without the prior consent of the Town.  
\$50/day
11. Failure to utilize a fleet that fully complies with all of the vehicle requirements.  
\$500/occurrence
12. Failure or neglect to repair or furnish replacement dumpster or toter meeting the requirements of this contract within ten days.  
\$400/per container not furnished
13. Collecting solid waste or recyclable materials from addresses that do not subscribe to the program.  
\$1000/occurrence

14. Disposing of as trash, those recyclable materials appropriately set out for recycling.  
\$1000/occurrence
15. Failure to report a truck breakdown or accident within 30 minutes.  
\$50/occurrence
16. Failure or neglect by contractor to furnish a schedule or revised schedule of collection and disposal.  
\$1000/occurrence
17. Failure to submit weight slips with monthly invoice within 15 days of request.  
\$100/missing weight slip
18. Intentionally submitting weight slips for materials not collected through this contract.  
\$1000/occurrence
19. Failure to correct billing error within one week after notification.  
\$200/occurrence
20. Failure to provide prevailing wage rate information if required by law.  
\$1000/occurrence
21. Failure to maintain customer service 24-hour hotline for residents unless due to Force Majeure.  
\$500/occurrence
22. Failure to attach a violation tag to a set out that is not collected and notify the Municipal Representative within the required time frame.  
\$100 per incident
23. Failure to deliver Trash and Recyclables to the appropriate Designated Facility.  
\$1000 per incident, plus \$150 per ton
24. Involvement in a vehicle accident or traffic infraction where the Contractor's vehicle and/or personnel is at fault within the Town of Halifax.  
\$200 per incident
25. Failure to utilize personnel with the required qualifications, training, and license.  
\$500 per individuals per day
26. Failure to meet the office and website requirements outline in the contract guidelines.  
\$100 per day
27. Failure to maintain an accurate daily log of complaints.

\$500 per day

28. Failure to handle complaints and adhere to the dispute resolution according to the required procedures.

\$100 per incident

29. Failure to provide daily route and missed collection reports.

\$100 per day

30. Failure to provide daily violation lists.

\$100 per day

31. Failure to provide annual reports meeting the required contents.

\$100 per day

\* The total number of services scheduled shall be determined by multiplying the number of Service Recipients by the number of monthly services provided to each Service Recipient.

\*\* Except when such completion is made impossible by weather or other conditions, as determined by the Municipality. Liquidated damages for incomplete routes will not be assessed for a period of 2 weeks after the Commencement Date. Notwithstanding, complaints during this grace period shall still be recorded and reported; however, these complaints will not be counted towards any other performance standard.

#### 7.2. Liquidated Damages Dispute Resolution

Written Notice. The Municipality will provide written notice of any assessment and the Contractor will then have 5 days to submit a written response detailing the basis for disputing the assessment. Failure to respond in writing constitutes acceptance of the assessment.

Resolution. The Municipal Representative will then meet with the Contractor within 10 days of the Municipality's receipt of the written response and attempt to resolve the dispute. If the dispute is not resolved within 5 days following the meeting, the Contractor and the Municipality may submit the dispute for mediation to a mutually agreeable mediator. Responsibility for the costs of mediation shall be divided equally, unless otherwise mutually agreed, between the Contractor and the Municipality. If the Parties are not able to resolve the dispute through mediation, then either party, provided it first gives notice to the other party within 30 days following the conclusion of the mediator's involvement, may take whatever further action(s) may be available at law, in equity, or under the Contract.

Levying of Liquidated Damages. Liquidated damages determined to be valid performance standard violations shall be deducted from the monthly payment due the Contractor from the Municipality.

### **Article 8. Performance Bond**

The Contractor must maintain for the duration of the Contract a valid performance bond covering the work performed under this Contract. This bond guarantees to the Municipality the completion and performance of all work covered in this Contract as well as full payment of all suppliers, agents, laborers, or subcontractors employed in the performance of this Contract.

Such bond must be in a form and with a surety acceptable to the Municipality and must provide for the protection of all persons supplying labor or materials used for the performance of the work. The Contractor agrees to keep such bond, or replacement thereof, at all times during the performance of this Contract. The amount of such bond shall equal 100% of annual contract cost. The performance bond must be executed by a surety company of recognized standing authorized to do business in the Commonwealth of Massachusetts. The surety company will hold a current certificate of authority as acceptable surety on federal bonds in accordance with the U.S. Department of Treasury Circular 570 Current Revision. This performance bond must be provided to the Municipality no less than 60 calendar days prior to the Commencement Date. Said bond shall be executed yearly, shall be obtained prior to the execution of the initial Contract, and shall be a condition precedent to the execution of the Contract and each and any renewal thereof. The Bond shall be delivered to the Municipality at least sixty (60) days prior to July 1 of each year that this Contract is in force and effect.

## **Article 9. Termination**

### **9.1. Termination for Cause**

Each of the following events by the Contractor shall constitute grounds for terminating this Contract, provided that the Municipality has given written notice to the Contractor of such event.

1. Excessive performance standard violations resulting in imposition of liquidated damages.
2. Interruption of Contracted Services not caused by force majeure for (a) a period of more than 5 consecutive days during a Contract year, or (b) more than 2 times during a Contract year for any period of time.
3. Mixing of Recyclables and Trash.
4. Mixing of Trash and Recyclables from the Service Area with any materials from outside the Service Area.
5. Disposal of Recyclables.
6. Failure to take timely corrective action after a notice of a violation of a law or regulation.
7. Abandonment, subletting or assignment of the work or any part thereof to be performed under this Contract without the prior written consent of the Municipality.
8. Failure to maintain the insurance pursuant to this Contract.
9. Failure to maintain the Performance Bond pursuant to this Contract.
10. The Contractor makes an assignment for the benefit of creditors; files a petition in bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any custodian receiver or trustee for it or any substantial part of its property; or is subject to any proceeding relating to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution of liquidation law or statute.

The Municipality may terminate this Contract and:

1. Require the Contractor to discontinue all work, or any part thereof.
2. Require the Contractor to complete the work, or any part thereof, and the Contractor may charge the Municipality the cost of completing the work, or any part thereof, subject to the Municipality agreement as to the scope of work to be completed and the value of said work.
3. Require the Contractor to perform any reasonable transition activity required in order to ensure continuity of the services.



the thirty-days' (30) prior written notice. Any coverage that expires during the period in which it is to remain in full force and effect shall be renewed and a certificate filed with the Municipality within fifteen (15) days of the renewal. The Municipality reserves the right to request certified complete copies of all policies and endorsements required under this Contract at any time during the Contract term.

#### 11.2. Worker's Compensation Insurance

The Contactor, at its own expense, must maintain during the life of the Contract workers' compensation insurance for officers, agents and employees under or in connection with this contract with policy limits (with respect to all coverage) of not less than the statutory minimum including without limitation coverage for: the payment of compensation and the furnishing of all benefits referred to in M.G.L. Chapter 152, as amended, disability benefits and other similar benefits which are applicable to the work which is the subject matter of the Contract, employers liability coverage, voluntary coverage providing compensation for private entities performing work at the site who are exempt from the legal obligation to procure and maintain workers compensation coverage on account of the number of employees or occupation, and occupational disease benefits.

#### 11.3. Comprehensive General Liability Insurance

The Contractor, at its own expense, must maintain during the life of the Contract comprehensive general liability insurance written on an occurrence basis, including without limitation the following coverage: bodily injury and death liability; personal injury liability (with no employee exclusion); independent Contractor protective liability; broad form property damage (with X, C, and U coverage) and contractual liability. This insurance shall not contain a care, custody and control exclusion. The policy must identify the Commonwealth of Massachusetts as an additional insured. This insurance shall be written with respect to all coverage, for not less than the following policy limits: \$1,000,000 each occurrence; \$3,000,000 aggregate. This policy shall contain a waiver of subrogation in favor of the Commonwealth.

#### 11.4. Comprehensive Business Motor Vehicle Liability Insurance

The Contractor, at its own expense, must maintain during the life of the Contract comprehensive business motor vehicle liability insurance written on an occurrence basis, with no deductible including without limitation coverage for: bodily injury and death liability; property damage and any other hazard arising out of the ownership, maintenance or use of motor vehicle. Such coverage shall be in accordance with Applicable Law, including, but not limited to, the automobile insurance and hazardous waste transport liability laws and regulations of the United States, the Commonwealth of Massachusetts, and any other states where the Contractor may maintain its principal place of operation and/or staff or maintain personnel or equipment. This insurance shall be written with respect to all coverage, for not less than the following policy limits: \$1,000,000 each occurrence.

#### 11.5. Pollution and Hazardous Waste Liability

The Contractor, at its own expense, must maintain during the life of this Contract, pollution and hazardous waste liability insurance coverage. "Hazardous Materials" as used herein shall include substances defined or classified as a "hazardous substance," "toxic substance," "hazardous material," "hazardous waste," "hazardous pollutant," or "toxic pollutant," or otherwise denominated as hazardous, toxic, or a pollutant in: (A) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, as amended (CERCLA); (B) the

Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., as amended (“RCRA”); (C) the Massachusetts Hazardous Waste Management Act, Massachusetts General Laws Chapter 21C, as amended (“Chapter 21C”); (D) the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Massachusetts General Laws Chapter 21E, as amended (“Chapter 21E”); (E) any other Federal, State, or local law or ordinance addressing the protection of human health, safety, welfare, or the environment, as amended or (F) regulations promulgated pursuant to CERCLA, RCRA, Chapter 21C, Chapter 21E, or other applicable environmental laws, as amended.

This insurance policy shall cover the liability of the Contractor during the process of removal, storage, transport, and disposal of Hazardous Materials and/or abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials, or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include legal defense and clean-up costs. The policy date or retroactive date shall predate this Contract and the termination date of the policy or applicable extended reporting period shall be no earlier than one month after the end of the Contract. This insurance shall be written with respect to all coverage, for not less than the following policy limits: \$1,000,000 each occurrence; \$3,000,000 aggregate. This coverage may be provided through a separate pollution and hazardous waste liability policy, or through a general liability or errors and omissions policy which does not contain a pollution exclusion, and which meets the requirements set forth in this paragraph.

**11.6. Additional Insureds**

The Municipality, its elected and appointed officials, employees, and agents shall be listed by endorsement as additional insureds, except for worker's compensation and professional liability. Further, other designated persons or entities may be required to be listed as additional insureds.

**Article 12. General Terms and Conditions**

**12.1. Force Majeure**

Except for the obligation to pay for services rendered, if either Party fails to fulfill its responsibilities under the Contract, such failure can be excused to the extent, but only to the extent, such failure is caused by a force majeure event. Failure to perform shall be no greater in scope and no longer in duration than is reasonably required by the force majeure event. The definition of force majeure events is limited to acts of god, war, terrorism, labor strike, changes of Applicable Law, and local, state and U.S. federal governmental actions that invalidate the Contract. Force majeure explicitly excludes commodity market fluctuations and economic hardship of the Contractor.

**12.2. Affirmative Action**

The Municipality has a firm commitment to affirmative action and equal employment opportunity. The Contractor shall not discriminate against applicants or employees on the grounds of race, color, religion, national origin, age, sex, gender identity, sexual orientation, genetic information, ancestry, or military service, in any phase of the employment process or in any conditions of employment (per M.G.L. c.151B). The Contractor is encouraged to



subcontract work to firms listed with the State Office of Minority and Women Owned Business Assistance.

#### 12.3. Prevailing Wages

All service provided by the Contractor pursuant to this Contract must comply with Massachusetts General Laws Chapter 149, Section 26 through 27F pertaining to prevailing wage rate minimums as administered by the Massachusetts Executive Office of Labor and Workforce Development Department of Labor Standards.

#### 12.4. Dispute Resolution

In the event of a dispute arising under this Contract, the Parties shall continue performance of their respective obligations under this Contract and attempt to informally resolve such dispute in a cooperative manner. If a dispute between the Parties cannot be resolved independently by the Parties, the Parties may submit the dispute for mediation to a mutually agreeable mediator. Responsibility for the cost of mediation shall be divided equally, unless otherwise mutually agreed, between the Parties. If the Parties are not able to resolve the dispute through mediation, then either Party, upon first providing written notice to the other Party within seven (7) calendar days after conclusion of the mediator's involvement, may take further action(s) as may be available at law, in equity, or under the Contract.

#### 12.5. Independent Contractor

The Contractor is an independent contractor and not an officer, agent, servant, or employee of the Municipality. The Contractor shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. The Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Neither the Contractor nor its officers, agents, employees, contractors or subcontractors shall obtain any right to retirement benefits, workers' compensation benefits, or any other benefits which accrue to the Municipality employees and the Contractor expressly waives any claim it may have or acquire to such benefits.

#### 12.6. Subcontracting

The Contractor shall not subcontract its work under the Contract, in whole or in part, without first requesting and receiving the written approval of Municipality regarding each subcontractor, including any change in subcontractor. The Contractor shall fully describe the subcontractor's responsibilities and shall provide other information with respect to such subcontracts as the Municipality may require. Subcontracting approval shall not be unreasonably withheld by the Municipality.

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

The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in the contract. Notwithstanding Municipality approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the Municipality shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are

employed in the performance of this Contract, the Contractor and its subcontractors are subject to worker's compensation requirements.

The Contractor and its subcontractors and employees are not employees of the Municipality and are not eligible for any benefits through the Municipality, including without limitation, Federal Social Security, health benefits, worker's compensation, unemployment compensation, and retirement benefits.

#### 12.7. Assignment and Delegation of Duties

The Contractor shall not assign the Contract nor any part thereof, sublet or delegate it nor any part thereof, or assign any monies due or to become due to the Contractor thereunder or any other rights against the Municipality without previous written consent of the Municipality.

The Contractor shall be solely responsible for provision of services under this Contract. The Contractor shall be responsible for the acts and omissions of its subcontractors, if any, and all persons directly or indirectly employed by the Contractor or subcontractors in connection with the work.

#### 12.8. Buy Out Clause

If in the event the Contractor sells, transfers or relinquishes, whether voluntarily or by operation of law, ownership interest in the corporation, partnership or proprietorship identified under this Contract, this Contract shall terminate unless prior written consent has been granted by the Municipality. Such consent shall not be unreasonably withheld. The Contractor shall promptly notify the Municipality of any actual or proposed change in, transfer of or acquisition by another party of control of said corporation, partnership, or proprietorship. For the purpose of this Contract, the word "control" as used herein is not limited to major stockholders but includes actual working control in whatever manner exercised. Any approval by the Municipality of transfer or ownership or control shall be contingent upon the prospective controlling party becoming a signatory to this Contract and otherwise complying with all the terms and conditions herein. No sale, transfer, or acquisition by another party of control of said corporation, partnership, or proprietorship shall be approved unless the prospective controlling party submits a performance bond satisfactory to the Municipality and in the amount specified under this Contract.

#### 12.9. Compliance with Laws

The Contractor shall qualify under and comply with any and all Federal, State and local laws and regulations now in effect, or hereafter enacted during the term of this Contract, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Contractor, at its sole cost and expense, shall maintain throughout the term of this Contract all permits, licenses and approvals necessary or required for the Contractor to perform the work and services pursuant to this Contract.

#### 12.10. Indemnification and Hold Harmless

Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the Municipality, and its agents, officers and employees, against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the Municipality may sustain which arise out of or in connection with the Contractor's performance of the Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The

Contractor shall at no time be considered an agent or representative of the Municipality. After prompt notification of a claim by the Municipality, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The Municipality shall not be liable for any costs incurred by the Contractor arising under this section. Any indemnification of the Contractor shall be subject to appropriation and Applicable Law. This indemnification and hold harmless agreement shall survive the termination or expiration of this Contract.

12.11. Laws to Govern and Venues

The laws of the Commonwealth of Massachusetts shall govern the rights, obligations, duties, and liabilities of the Parties to this Contract and shall govern the interpretation of this Contract. Any and all legal action necessary to enforce this Contract shall be held and solely maintained in the Commonwealth of Massachusetts.

12.12. Right to Require Performance

Failure of the Municipality at any time to require performance by the Contractor of any provision of this Contract shall in no way affect the right of the Municipality thereafter to enforce the same. Nor shall waiver by the Municipality of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

12.13. Severability

If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of this Contract shall be enforced to the fullest extent permitted by law.

**Exhibit A: Receptacles Breakdown**

**Municipal Buildings**

Facility	Address	Solid Waste Schedule	
Town Barn	60 Hemlock Lane	4 yd	Weekly
Library	470 Plymouth Street	4 yd	Weekly
Halifax Elementary School	464 Plymouth Street	10 yd	2 times weekly
Town Hall	499 Plymouth Street	4 yd	Weekly
Police Station	540 Plymouth Street	4 yd	Weekly
Fire Station	438 Plymouth Street	4 yd	Weekly
Water Department	500 Plymouth Street	4 yd	Weekly
Elementary School fields – behind school	464 Plymouth Street	4 yd	On call
Recycling Center - Bulky	917 Plymouth Street	30 yd open top	On call
Recycling Center – Rigid Plastics	917 Plymouth Street	30 yd open top	On call
Recycling Center – SSR	917 Plymouth Street	40 yd Receiver Box	On call

**Exhibit A (Continued): Designated Trash & Recycling Receptacles**

**Municipal 90 Gallon Toters**

Facility	Address	Solid Waste Schedule			
Vaughn Playground	540 Plymouth Street	2 Toters	Weekly		
Matt Whitcomb Playground	129 Holmes Street	1 Toter	Weekly		
Summit Street Soccer fields	75 Summit Street	2 Toters	Weekly		
HOPS Playground	Near library	2 Toters	2 times Weekly		
Lingan Street Beach	45 Lingan Street	2 Toters	Weekly	May - September	

**Exhibit B:**

<b>Condominiums</b>
Halifax Meadows, Lydon Lane
Twin Lakes, Twin Lakes Drive

**Residential Trash:**

Receptacle size (gallon)	Number of Residential Receptacles
PAYT Bags	3500

Proposal of \_\_\_\_\_, hereinafter called the Proposer, organized and existing under the laws of the State of \_\_\_\_\_ and doing business as \_\_\_\_\_ (a corporation, a partnership or an Individual) to the Designated Municipalities (DMs) listed in the Request for Proposals issued by the South Shore Recycling Cooperative on their behalf on January 25, 2021:

The undersigned proposes to accept, process and market single stream recyclables (paper, cardboard, bottles, cans, jugs and tubs) from the DMs in accordance with the terms of the Contract Template, of which this proposal is a part. If this proposal is accepted within sixty (60) days of the due date, as evidenced by written notice by each DM delivered to the undersigned at the address given below, the undersigned shall execute Agreements with each DM in the form set forth in the Contract Template.

**Minimum Criteria**

**1. Contract Manager: Contact Information**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Mailing Address (if different): \_\_\_\_\_

Email: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_ Office Phone: \_\_\_\_\_

2. Attach evidence of ability to obtain performance bond in an amount sufficient to cover one year of service to the Town of Halifax.
3. Attach evidence of insurance coverage that meets or exceeds the requirements set forth in Article 10 of the Contract Template.

4. Affirm Non-collusion and Tax compliance at the end of this document.

### Technical Specifications

#### 1. Number of Years' Experience

- a. Servicing a municipality of at least 3500 residents: \_\_\_\_\_ years
- b. Number of years servicing Curbside Solid Waste: \_\_\_\_\_ years
- c. Number of years servicing Curbside Recycling: \_\_\_\_\_ years

#### 2. Receiving Facility: location(s), wait times (*This section must be completed by all proposers*)

- a. Facility name: \_\_\_\_\_ Owner: \_\_\_\_\_  
Relation to Proposer: \_\_\_\_\_  
Address: \_\_\_\_\_  
Operator name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone number: \_\_\_\_\_ Email: \_\_\_\_\_  
Years' experience in receiving recyclables: \_\_\_\_\_  
Average wait time arrival - departure in 2020 (excluding Mar-May): \_\_\_\_\_ minutes  
Maximum wait time arrival - departure in 2020 (excluding Mar-May): \_\_\_\_\_ minutes
- b. Facility name: \_\_\_\_\_ Owner: \_\_\_\_\_  
Relation to Proposer: \_\_\_\_\_  
Address: \_\_\_\_\_  
Operator name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone number: \_\_\_\_\_ Email: \_\_\_\_\_  
Average wait time (arrival – weigh out) in 2020 (excluding Mar-May): \_\_\_\_\_ minutes  
Guaranteed wait time (arrival – weigh out) \_\_\_\_\_ minutes

#### 3. Disposal Facility(ies)

- a. Facility name: \_\_\_\_\_ Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Corporate operator (if different from owner): \_\_\_\_\_  
Operations manager name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_
- b. Facility name: \_\_\_\_\_ Owner: \_\_\_\_\_  
Address: \_\_\_\_\_

Corporate operator (if different from owner): \_\_\_\_\_

Operations manager name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_ Receiving and transferring capacity or \_\_\_ Processing capacity

- c. Total processing capacity \_\_\_\_\_ tons/year
- d. Available processing capacity \_\_\_\_\_ tons/year

**4. Contingency Plan (2 pages maximum)**

Attach a description of how Proposer will respond to planned and unplanned emergencies and shutdowns. The contingency plan shall ensure that hauling materials to disposal and recycling facilities will continue uninterrupted.

**5. Equipment Upgrades**

- a. List truck and equipment upgrades for the last 5 years. (Attach information regarding additional equipment if applicable.)

Equipment	Function	Year Installed
_____		
_____		
_____		
_____		
_____		
_____		
_____		
_____		

- b. List truck and equipment *planned for purchase* in the next 3 years (Attach information regarding additional equipment if applicable.)

Equipment	Function	Year to be Installed
_____		
_____		
_____		
_____		
_____		



**6. Municipal References:** List three to five municipal references:

Municipality	Years	Contact name, title	Phone#
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**7. Bank References:** Attach letters of reference from two banking institutions.

**8. Regulatory and Contract Compliance**

Attach a list all local, state and federal regulatory and contractual violations that resulted in fines or other actions levied against the Proposer from 2016 to date of submission.

Check here if none \_\_\_\_\_ Check here if attached \_\_\_\_\_

**ACCEPTANCE OF CONTRACT TERMS**

The undersigned agrees to accept and comply with all terms as stated in the RFP.

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_ MOBILE PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**NON-COLLUSION**

The undersigned certifies under penalty of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, business, partnership, organization, entity or group of individuals.

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_ MOBILE PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**TAX COMPLIANCE**

Pursuant to MGL Chapter 62C, section 49A, I certify under penalty of perjury that the firm listed below has filed all state tax returns and has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

\_\_\_\_\_  
Federal Identification Number

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_ MOBILE PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Approval of this proposal or other agreements will not be granted unless these certifications are signed by the Proposer. The FID will be furnished to the Massachusetts department of Revenue to determine whether all tax filings and/or payment obligations have been met. This form will be incorporated into the Contract Template.

|

**Exhibit C: Price Proposal Form**

Price proposals represent the Disposal Fee paid to the Contractor by the Municipality for Solid Waste accepted by the disposal site. All proposals must be valid for a period of 90 business days from the submittal deadline. Annual adjustments shall be based on CPI calculation as noted in Section 5.11 of the Contract.

FOR THIS PROPOSAL, THE DISPOSAL SITE WILL BE:

Name & address of Facility: \_\_\_\_\_

Operator of Facility: \_\_\_\_\_

FOR THIS PROPOSAL, THE TRANSFER FACILITY (IF APPLICABLE) WILL BE:

Name & address of Facility: \_\_\_\_\_

Operator of Facility: \_\_\_\_\_

<b>Service</b>	<b>Description</b>	<b>FY2022 (Year One) Based on 2-day collection cycle</b>
<b>SOLID WASTE: CURBSIDE RESIDENTIAL COLLECTION, TRANSPORTATION AND DISPOSAL</b>		
Weekly curbside collection and transportation to disposal facility of Town Marked PAYT Bags	Lump Sum	
Tipping Fee at MSW disposal facility	Per Ton	
Bulky Waste: Collection and Disposal ( <b>Alternate Bulky Waste Option</b> )	Per Collection Day	

Town of Halifax  
 Recycling & Trash Collection RFP and Contract

Service	Description	FY2022 (Year One)
<b>SOLID WASTE COLLECTION, TRANSPORT &amp; DISPOSAL: MUNICIPAL BUILDINGS, SCHOOLS &amp; PUBLIC SPACES</b>		
Collect, transport and dispose of solid waste from dumpster	Price per yard	
Collect, transport and dispose of solid waste using public container	Price per pick-up	
<b>RECYCLABLES COLLECTION, TRANSPORT &amp; PROCESSING: MUNICIPAL BUILDINGS AND SCHOOLS</b>		
Collect, transport and process recyclables from dumpster	Price per yard	
Collect, transport and process single stream recyclables from 96 gallon wheeled cart	Price per pick-up	
<b>ROLL OFF CONTAINER TRANSPORT &amp; DISPOSAL</b>		
Transport and disposal of Single Stream Recycling 40 yd receiver box	Price per haul, Price per ton	
Transport and disposal of Municipal Solid Waste using roll off container	Price per haul, Price per ton	
Transport and disposal of Construction & Demolition and Bulky Waste using roll off container	Price per haul, Price per ton	
Transport and processing of White Goods (with Freon) using roll off container	Price per haul, Price per ton	
Transport and processing of White Goods/Scrap Metal (no Freon) using roll off container	Price per haul, Price per ton	
Transport and processing of Yard Waste using roll off container	Price per haul, Price per ton	

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
(Name of Contractor)

a \_\_\_\_\_ hereinafter called "Principal" and  
(Corporation, Partnership, Joint Venture or Individual)

\_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_  
(Surety) (City & State)

\_\_\_\_\_ hereinafter called the "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the City/Town of \_\_\_\_\_, Massachusetts, hereinafter called "Owner", in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Construction Contract"), for the construction described as follows: \_\_\_\_\_

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of the Construction Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under the Construction Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1) the Owner has declared the Principal in default of the Construction Contract or any provision thereof or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to execute the work consistent with, and in conformance to, the Construction Contract (collectively referred to as a "Contractor Default"). The determination of a Contractor Default shall be made solely by the Owner. The Owner need not terminate the Construction Contract to declare a Contractor Default or to invoke its rights under this Bond.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall promptly take one of the following steps: (1) arrange for the Principal to perform and complete the work of the Construction Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Construction Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall decide, for all costs and expenses incurred by the Owner in performing and completing the work of the Construction Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorneys' fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligation of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if none are so specified, actual and foreseeable consequential damages resulting from the Contractor Default or default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications.



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_

\_\_\_\_\_ a \_\_\_\_\_  
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and \_\_\_\_\_ of \_\_\_\_\_,  
(Surety)

State of \_\_\_\_\_ hereinafter called the "Surety" and licensed by the State  
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the City/Town of \_\_\_\_\_, Massachusetts, hereinafter called "Owner", in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the construction described as follows:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_ ( ) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



ATTEST:

\_\_\_\_\_

\_\_\_\_\_ (SEAL)  
Witness as to Surety

\_\_\_\_\_

\_\_\_\_\_ (Address-Zip Code)

By \_\_\_\_\_  
\_\_\_\_\_ (Attorney-in-Fact)

\_\_\_\_\_

\_\_\_\_\_ (Address-Zip Code)

\_\_\_\_\_ Surety

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.