

**TOWN OF ABINGTON  
CONTRACT FOR  
SOLID WASTE AND RECYCLABLE MATERIALS  
COLLECTION, DISPOSAL, AND PROCESSING**

THIS AGREEMENT made this 19<sup>th</sup> day of April, 2012 by and between the TOWN of ABINGTON, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 500 Gliniewicz Way, Abington, Massachusetts, hereinafter referred to as the "TOWN", and Waste Solutions Inc., a Massachusetts corporation having a usual place of business at 965 Plain Street, Marshfield MA 02050, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH:**

WHEREAS, the TOWN invited the submission of bids for the collection, removal, and transportation of municipal solid waste and recycling, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a bid to perform the work required to complete the Project, and the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders and the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. THE WORK. The Work consists of the collection and removal of solid waste, and weekly collection and processing of single stream recyclable materials, weekly collection of burnable bulk items, monthly collection of white goods and bulky items at curbside. In addition, two special collections are required, two yearly collections for yard waste at curbside and one Christmas tree Collection at curbside. In accordance with the scope of work attached hereto as Exhibit 1.

The CONTRACTOR shall commence work under the terms of this contract as of July 1, 2012. If delays are caused by acts of God, acts of government or state, extra work or other contingencies clearly beyond the control or responsibility of the CONTRACTOR, the CONTRACTOR shall be entitled to additional time wherein to perform and complete this contract on his part as the Health Department shall certify in writing to be just. CONTRACTOR agrees to implement automated cart collection of solid waste and recyclables effective August 1, 2012, or such other date as the TOWN shall reasonably determine. Prior to the implementation of the automated cart

collection service, the CONTRACTOR shall continue to provide traditional curbside collection services as is currently provided by the CONTRACTOR under the terms of the contract dated July 1, 2009. Upon commencement of the automated cart collection program, the services provided by the CONTRACTOR shall be governed by the specifications attached hereto.

3. TERM OF CONTRACT, COMPENSATION. The CONTRACTOR shall provide the TOWN with municipal solid waste and recyclable materials collection, disposal, and processing services in accordance with the specifications set forth herein. The term will be for a Three (3) year period commencing July 1, 2012 and ending June 30 2015. The contract price for the periods are set forth in the Price Proposal in Exhibit 2.

This contract is subject to the availability and appropriation of funds. The TOWN shall cancel this contract if funds are not appropriated or otherwise made available to support continuation of performance during any contract period as provided in M.G.L. Chapter 30B, section 12 and Chapter 44, section 31.

4. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
5. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
6. TITLE TO WASTE. The CONTRACTOR shall receive title to all solid waste and recyclable material upon its collection at the curbside. The TOWN shall not be considered the generator of such waste for any purpose.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.

All employees of the CONTRACTOR working in the TOWN must have a minimum of ten (10) hours of relevant OSHA training.

8. PERMITS AND LICENSES. The CONTRACTOR shall obtain and pay for all licenses and permits necessary for collecting, transporting and marketing recycling materials and/or collecting, transporting and disposing of solid waste material.

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9. INDEMNIFICATION. The CONTRACTOR acknowledges and agrees that it is responsible as an independent contractor for all operations under this contract and for all acts of employees and agents hereunder, and agrees that CONTRACTOR will to the extent of its liability under this contract indemnify, and hold harmless the TOWN and its officers, boards, employees, agents and officials, and any owners or occupants of any single family residence, multifamily complex, multifamily unit, condominium association, board members, management companies and their employees, landlords and tenants from and against any and all loss, damage, cost, charge, expense and claim, which may be made against it or them or to which it or they may be subject to the extent caused by any act, action, neglect, omission or default on the part of the CONTRACTOR or any of their agents or employees and will pay promptly on demand all costs and expenses of the investigation and defense thereof, including attorneys' fees and expenses.

In any event that the TOWN is sued or becomes subject to administrative action because the CONTRACTOR has failed to properly transport, process or dispose of the TOWN's trash or recyclable material, full restitution will be made to the TOWN for all expenses, fees, fines or other costs or charges incurred.

10. LIQUIDATED DAMAGES. In addition to all of its other rights and remedies under the contract, at law or in equity, the TOWN shall be entitled to assess liquidated damages against the CONTRACTOR for its failure to perform the specified obligations described in the specifications for collection and transportation of the town's waste prior to the occurrence of a Contractor Event of Default as specified in the Invitation for Bids. The CONTRACTOR acknowledges and agrees that the liquidated damages provided herein and as specified in the Invitation for Bids are not penalties but represent a fair measure of damages which will be sustained by the Town in the event the contractor defaults on any of the following specified obligations.

The Town shall have the right to withhold the amount of liquidated damages assessed by it from any payment owed to the contractor as a credit or set-off of such amount.

11. INSURANCE. The CONTRACTOR shall carry and continuously maintain until completion of the contract, insurance as specified below and in such form as shall protect the work covered by this contract, and the TOWN and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operation under this contract. The CONTRACTOR covenants and agrees to hold the TOWN and its employees, agents and officials harmless from and against any and all loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this contract.

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

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- (A) For liability for bodily injury, including accidental death:  
\$1,000,000 for any one person and  
\$1,000,000 on account of one occurrence and  
\$5,000,000 aggregate limit
- (B) For liability for property damage:  
\$2,000,000 on account of anyone occurrence and  
\$5,000,000 aggregate limit  
Extraterritorial clause shall be included.
1. Workmen's Compensation Insurance:  
-as required by the General Laws of the Commonwealth of  
Massachusetts.
  2. Bodily injury premise-operation, contractor's protective and  
completed operations public liability insurance:  
-in the amounts required in (A) above.
  3. Property damage premises-operations, contractor's protective  
and completed operations public liability insurance:  
-in the amounts required in (B) above.
  4. Bodily injury liability insurance covering the operation of all  
motor vehicles owned by the CONTRACTOR and vehicles not  
owned by the CONTRACTOR, while such vehicles are being  
operated in connection with the prosecution of the work under this  
contract:  
-in the amounts required in (A) above.
  5. Property damage liability insurance covering the operation of all  
motor vehicles owned by the CONTRACTOR and vehicles not  
owned by the CONTRACTOR while such vehicles are being  
operated in connection with prosecution of the work under this  
contract:  
-in the amounts required in (B) above.
  6. Contractual liability insurance covering the liability assumed  
by the CONTRACTOR:  
-in the amounts required under (A) and (B) above.
  7. Pollution Legal Liability and contractor's Operations and  
Professional Services Environmental Insurance

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8. Owner's protective insurance secured by the CONTRACTOR in behalf of the town which will directly protect the town and/or its employees, agents and officers from liability for bodily injuries, including accident death:  
-in the amounts required in (A) above and

For Property Damage:

-in the amounts required in (B) above.

All policies shall be so written that the TOWN will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. A certificate from the CONTRACTOR's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the TOWN before operations are begun. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this contract and shall state that such insurance is as required by this contract. The CONTRACTOR shall make no claims against the TOWN or its officers for any injury to any of his officers or employees or for damage to his trucks or equipment arising out of work contemplated by this contract. The certificate of insurance shall be delivered to the TOWN at least fifty (50) days prior to July 1 of each year that this contract is in force and effect. Failure to provide insurance requirements shall be cause to terminate this contract.

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

12. PERFORMANCE BOND. The CONTRACTOR shall furnish for the term of this contract a performance bond in a form and with a surety company approved by the TOWN and authorized to do business in the Commonwealth of Massachusetts, conditioned upon the CONTRACTOR fully performing all his obligations under this contract, and making full payment for all labor performed or furnished in the work. The penal sum of the bond shall be twelve months of the total amount of the contract sum for the particular year as set forth in the terms of the contract. The bond shall be delivered to the TOWN at least thirty (30) days prior to July 1 of each year that this contract is in force and effect. Failure to provide performance bond requirements shall be cause to terminate this contract.
13. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

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14. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.
15. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
16. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
17. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.



In accordance with M.G.L. Chapter 149, sec. 27, the wage rates for workers under this contract are to be paid at the rates established by the Commissioner of the Massachusetts Department of Labor and Industries (See Exhibit \_3\_). The CONTRACTOR shall provide the TOWN with certified weekly payroll information for all employees working in the TOWN. This shall include regular drivers and laborers, as well as temporary and day laborers. The information shall be provided to the TOWN at the end of each month.

18. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
19. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
20. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
21. NON-DISCRIMINATION. The CONTRACTOR shall not discriminate against any customer, employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The CONTRACTOR shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin.
22. NON-COLLUSION, PAYMENT OF TAXES. By signing this contract, the contractor certifies that under penalties of perjury, the contractor has filed all State tax returns and has paid all State taxes required under law. The contractor certifies under

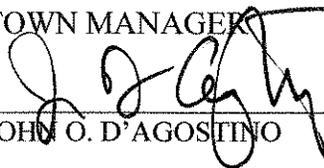
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the penalties of perjury that its proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

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

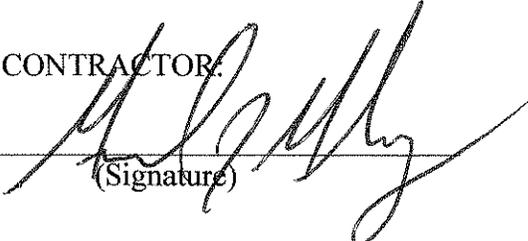
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation is available in the amount of this Contract.

TOWN OF ABINGTON  
TOWN MANAGER  
  
JOHN O. D'AGOSTINO

\_\_\_\_\_  
Town Accountant  
Account No. \_\_\_\_\_

Approved as to Form:

CONTRACTOR:  
  
(Signature)

\_\_\_\_\_  
Town Counsel

\_\_\_\_\_  
Michael Moweray  
President

*Handwritten initials: DM, AM*

ATTACHMENT TO CONTRACT  
EXHIBIT 1

The Town of Abington is soliciting bids from qualified vendors for providing the following services:

- Curbside Collection and Transportation to Disposal Facility.
- Disposal of Municipal Solid Waste.
- Curbside Recycling Collection.
- Collection and Processing of White Goods.
- Processing of municipal recycling.
- Collection, Transportation and Disposal of Solid Waste and Recyclables at the Schools and, Municipal Buildings.

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 and shall not be governed by the requirements contained therein. As such the Town of Abington, acting by and through its Town Manager, at its own discretion, will select the firm or firms that it determines to offer the best services the Town of Abington is seeking to obtain. The Town of Abington is free to negotiate with whatever firm or firms they so choose, in whatever manner they believe is best suited to the Town of Abington's needs with respect to the scope of services requested and the price therefor, and further reserves the right to reject any or all bids as deemed in the best interest of the Town. The Town Manager also reserves the right to cancel this procurement at any time.

Bidders may provide bids on all or any items of the Invitation for Bids (IFB) based on the information contained in the "Contract for Solid Waste and Recyclable Materials Collection, Disposal and Processing" dated February 9, 2012. The Town reserves the right to accept or reject any and all quotes and to make award by item or items, or by total, as may be in the best interest of the Town.

All bids shall be submitted in sealed envelopes on the attached "Pricing Forms" and will be accepted at the Abington Town Manager's Office, Abington Town Hall, 500 Gliniewicz Way, Abington, MA 02351 until 10:00 AM on Thursday, March 1, 2012.

***Town of Abington  
Town Manager  
500 Gliniewicz Way  
Abington, MA 02351  
(781) 982-2100 Fax (781) 982-2138***

**Town of Abington, Massachusetts  
Invitation for Bids  
For  
AUTOMATED Solid Waste and Recyclable  
Materials  
Collection, Disposal, and Processing  
Town of Abington  
500 Gliniewicz Way  
Abington, Massachusetts 02351  
July 1, 2012 through June 30, 2015**

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## Article 1- Overview

### 1-A Instructions to Bidders

1. Bid packages will be available at the Office of the Town Manager, 500 Gliniewicz Way, Abington, MA 02351 on **February 9, 2012 at 10:00 am.**
2. Failure to complete the enclosed forms, answer any questions, or provide the required documentation will be deemed non-responsive and will result in rejection of the bid, unless the Town determines that such failure constitutes a minor informality.
3. Bidders may submit requests for clarification and any questions regarding this IFB in writing and addressed to:

*Town of Abington  
Office of the Town Manager  
500 Gliniewicz Way  
Abington, MA 02351  
Or by E-mail at [jdagostino@abingtonma.gov](mailto:jdagostino@abingtonma.gov)*

No requests or questions will be accepted **after February 23, 2012.** The name, address, telephone number and fax number of the person requesting the information must be provided by the proposer. Answers to questions shall be provided in writing to all Bidders. Only answers provided by the Town in writing may be relied upon by the Bidders.

4. Bids must be submitted to the Town no later than **10:00 AM on Thursday, March 1, 2012.** Bids must be delivered in a sealed package, boldly marked "Invitation for Bids - Solid Waste and Recyclable Materials, Collection, Disposal, and Processing."
5. Bidders may bid for any or all of the following services as specified in this IFB:
  - Curbside Collection and Transportation to Disposal Facility.
  - Disposal of Municipal Solid Waste.
  - Curbside Recycling Collection.
  - Collection and Processing of White Goods.
  - Processing of municipal recycling.
  - Collection, Transportation and Disposal of Solid Waste and Recyclables at the Schools and, Municipal Buildings.
6. If at the time of the deadline for submission, the Town offices are closed due to uncontrolled events such as fire, weather, or building evacuation, the proposal submission deadline will be postponed until 12:00 noon on the next normal business day that the Town offices are re-opened and, in such case, Bids will be accepted until such date and time.
7. Bidders may correct, modify or withdraw Bids, in writing only, not less than 48 hours prior to the bid opening. Corrections or modifications must be in a sealed envelope when submitted. Such envelope shall be marked with the name, address and phone number of the proposer.
8. No bid shall be withdrawn within ninety (90) days after the opening thereof.

9. In the case of a discrepancy on the Price Summary Form, between the written or numerical amounts, the written amount shall prevail.
10. Bank References and Financial Statements for the most recent Calendar Year must be provided with the bid.
11. History of ability to serve communities with a population of at least 16,000
12. References from all municipalities currently served by the company.
13. Evidence of Insurance and the ability to obtain Performance Bond.
14. Completed and signed price proposal forms. Please make separate copies of price proposal sheets for each Fiscal Year of the bid and mark clearly on each form the Fiscal Year (three year contract with two one year options of which are at the sole discretion of the Town) the price proposal sheet is referencing.
15. The Attachments must be included in the bid documents submitted by the Bidder in with the Price Proposal Envelope in order to be considered a qualified and responsive Bidder. The town will NOT waive State Tax Compliance, Non-Collusion certification, Certificate of Insurance from a qualified Insurance Company and the Price Sheet.

#### **1-B Description of Contract**

The Contractor shall provide the Town of Abington with municipal solid waste and recyclable materials collection, disposal, and processing services. The term will be for a three (3)-year period commencing July 1, 2012 and ending June 30, 2015, with the option of two one year extensions at the discretion of the Town. The form of contract is attached hereto.

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

The Town of Abington is a suburban community with a population of approximately 16,000 people living in roughly 4,055 households. In FY'11, the Town collected 6,712.37 tons of waste; the town has implemented single stream recycling. There are currently 66 miles of road in the Town of Abington.

#### **1-D Description of Solid Waste & Recycling Collection Program**

The Town collects solid waste and recyclable materials from all residential structures of up to three (3) units or households, five (5) schools, and eight (8) municipal facilities. Five (5) schools and eight (8) municipal facilities are serviced with dumpsters for solid waste collection. Recyclable materials are collected from municipal facilities and schools using 96 gallon wheeled carts. The Abington High School has a 10 yard dumpster for recycling.

#### **1-E Definitions**

**AUTOMATED CARTS** –64 gallon containers with wheels and attached lids for trash and 64 gallon plastic receptacles for single stream recyclables, designed to be emptied by a fully automated collection vehicle. Automated carts shall initially be distributed by Contractor, to each eligible residential unit. *Each disposal container for both recycling and municipal solid waste must be numbered and each number must*

*be assigned to a residential address for both containers. The master list of recycling and waste collection containers along with the corresponding assigned numbers by house number will be updated as necessary by the contractor and a copy shall be provided to the Board of Health with a second copy to be held by the contractor.*

**STICKERS** – Labels affixed to bulky items. Sticker price shall cover the entire cost of the disposal of the item. Stickers will also be attached to extra 64 gallon containers purchased for additional municipal solid waste collection. The stickers attached to extra 64 gallon containers shall include in the first year, the cost of the barrel and disposal costs and in each subsequent year the sticker cost for the extra barrel must include the entire cost of disposal under the contract.

**BULKY WASTE** - Non-metallic furniture and/or items weighing over 40 pounds.

**BUNDLE** - Items securely tied together forming an easily handled package not to exceed three (3) feet in length or 40 pounds in weight.

**CONSTRUCTION DEBRIS** - Waste building materials resulting from construction, remodeling, repair or demolition operations performed by a contracted firm or business.

**CONTAINER** - A receptacle for solid waste or recycling. For the purposes of curbside collection of solid waste, a container shall mean a receptacle with a capacity of no greater than 64 gallons constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid. The mouth of the container for curbside collection of solid waste shall have a diameter greater than or equal to that of the base. The weight of the container and its contents shall not exceed 100 pounds.

**CONTRACT DOCUMENTS** - The Invitation for Bids, General Specifications, Contractor's Performance Bond, Contract and any addenda or changes to the foregoing documents agreed to by the Town and the Contractor.

**CONTRACTOR** - The Company or Corporation receiving the Contract for Municipal Solid Waste Services and/or Recycling Services with the Town of Abington

**CURBSIDE PICKUP** - Refers to the collection of the contents of automated carts and containers, recycled items, and bulky waste placed at the curb or at a point no further than three (3) feet from the back of the curb. Pick-up of these items placed more than three (3) feet from the back of the curb shall not be included in this Contract. In areas where there are no curbs, curbside pick-up shall refer to the collection of items placed no further than three (3) feet from the edge of the traveled roadway. Carts must be placed one foot apart from each other.

**THE BOARD OF HEALTH** - The Town of Abington Board of Health, the Health Agent or his/her designee.

**DISPOSAL FACILITY** - A Solid Waste depository including but not limited to sanitary landfills, transfer stations, incinerators and waste processing and/or separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive solid waste from the Town of Abington for processing or final disposal.

**HOLIDAY - New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas.** When a scheduled collection day falls on a holiday, collection for that day and all remaining days of the week shall occur one day later.

**HOUSEHOLD** - The single residential unit within a single or multi-family complex.

**MUNICIPAL COLLECTION PROGRAM** - Program that collects solid waste and recyclable materials from residents, municipal buildings, and schools.

**MUNICIPAL FACILITIES** - The municipal locations listed in Table 1 of Appendix B.

**PROCESSING FACILITY** - The facility where the recyclable material described in this Contract shall be taken by the Contractor for processing and marketing.

**RECYCLABLE MATERIAL** - Material that has the potential to be recycled, reclaimed, or used again and which is not commingled with non-recyclable solid waste or contaminated by significant amounts of toxic materials as per 310 CMR 19.006.

**REFUSE/RUBBISH** - Solid waste, not including recyclable material. Rubbish includes residential construction debris only if it was generated by the owner of the residential unit and not by a hired party. The construction debris must be properly bagged, bundled or containerized.

**RESIDENTIAL UNIT** - A dwelling within the corporate limits of the Town occupied by a person or group of persons comprising not more than three (3) families. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. An apartment structure, whether of single or multi-level construction, consisting of three (3) or less contiguous or separate single-family dwelling units and bordering an accepted street or street that was planned for future acceptance by the Town, shall be treated as a residential unit.

**SCHOOLS** - The schools listed in Table 2 of Appendix B. Pick up shall not occur prior to 7:00 AM or while schools are in session.

**SOLID WASTE** - Useless, unwanted or discarded solid or liquid material, as per 310 CMR 19.006. The term "liquid" refers to the incidental liquids subscribers discard in their trashcans. Solid waste consists of rubbish, bulky waste, residential garbage, and small business waste. Solid waste can be contained in bags, bundles, automated carts, and containers. Unacceptable waste is specifically excluded from solid waste. Any recycled items are also specifically excluded from solid waste. Dead animals are also excluded from solid waste.

**TOWN** - The Town of Abington.

**TOWN MANAGER** - The Town Manager or his designee.

**UNACCEPTABLE WASTE** - All hazardous material or waste as defined in 310 CMR 19.000, commercial garbage, construction debris from contracted or commercial work, ashes from heating plants,

wood and coal stoves, stones, rocks, automobile parts (excluding tire rims), and waste oils, pesticides and sewage wastes. Except, however, used tires shall not be considered acceptable waste.

***WHITE GOODS*** - Stoves, refrigerators, water coolers, bubblers, dishwashers, clothes dryers, washing machines, freezers, air conditioners, dehumidifiers, microwaves and any items containing pressurized Freon. White Goods shall be classified as either Freon containing or non-Freon containing types.

## **Article 2 - Contract Terms**

### **2-A Recycling and Solid Waste Collection**

**Solid Waste Collection** - The Contractor shall provide for the collection of municipal solid waste from all participating residential, municipal, and school facilities within the Town of Abington in compliance with all applicable laws, as determined by the Board of Health.

**Recyclable Materials Collection** - The Contractor shall provide for the collection of recyclable materials from all participating residential, municipal facilities and schools, in compliance with all applicable laws, as determined by the Board of Health.

**Recyclable Materials to be collected shall include, as a minimum:**

#### ***Commingled Containers***

Glass: clear, brown and green bottles and jars.

Aluminum: cans, foil and trays.

Metal: steel, tin, and aerosol cans, and lids.

Plastic Containers: #1 through #7.

Aseptic Containers: coated-paper milk and juice cartons and drink boxes.

#### ***Mixed Paper***

Newspapers and advertisement inserts, magazines, telephone books, paperback books, catalogues, junk mail, white and colored office paper, brown paper bags, boxboard, and corrugated cardboard

#### **Residential Facilities:**

The Contractor shall provide weekly collection of solid waste and recyclable materials from all residential facilities.

#### **Municipal Facilities & Schools:**

The Contractor shall provide collection of solid waste and recyclable materials from municipal facilities and schools as listed in Appendix B, Section 2

The Contractor shall be responsible for supplying and maintaining appropriately sized rubbish and recycling containers for municipal facilities and schools.

At any time and from time to time during the term of this Contract, the Town may, at its sole discretion, request a different size container, or add or delete pickups from containers located at municipal facilities and schools, and may delete entirely pickup from any or all locations listed in Appendix B, Sections 1 & 2. Cost shall be adjusted based on the unit price per container as listed on the attached price sheet for any changes in size, quantity or frequency of pickup.

#### **Condominium Collections:**

Condominiums currently serviced will not be provided with curbside pickup as of July 1, 2012.

### **2-B Solid Waste Disposal**

The Contractor shall demonstrate to the Town's satisfaction that there is sufficient disposal capacity at a disposal facility for solid waste collected from all residents from July 1, 2012 through June 30, 2015.

Contractor shall comply with all of the conditions of the contract for the duration of this contract. The disposal cost shall be on a per-ton basis as listed on the attached price sheet. The Town of Abington shall determine the location of the disposal site.

## **2-C Recyclable Materials Processing**

The Contractor shall demonstrate to the Town's satisfaction that there is sufficient processing capacity at a processing facility for recyclables collected from all residents from July 1, 2012 through June 30, 2015. Contractor is responsible to provide processing of all recyclable materials as part of the cost. The processing cost or rebate shall be on a per ton basis as listed on the attached price sheet. The Town of Abington shall determine the location of the disposal site. The Town will negotiate with the successful bidder on a shared percentage of recycling earnings achieved by the Contractor.

## **2-D Christmas Trees Collection**

*This service is not currently provided but may be implemented at the Town's request at any time with sufficient notice.* The Contractor shall provide, at the Town's request, collection of Christmas trees from Town residents. The Contractor shall deliver the collected trees to a site to be determined by the Town. The charge for this service shall be on a per truck per day basis.

## **2-E Yard Waste Collection**

*This service is not currently provided but may be implemented at the Town's request at any time with sufficient notice.* The Contractor shall provide, at the Town's request, collection of yard waste from residents. Yard waste shall be collected on a schedule determined by the Town. The Contractor shall deliver the yard waste to a site to be determined by the Town. The charge for this service shall be on a per truck per day basis.

## **2-F White Goods**

The Contractor shall provide curbside collection of white goods . Contractor shall be responsible for billing and collecting fees directly from service recipient. Fees shall be approved by the Board of Health.

## **2-G Bulky Items**

The Contractor shall be required to once a month pick up one bulky item per unit with affixed purchased sticker. Upon conversion to automated carts bulky items will only be picked up by appointment, in the same manner as white goods.

## **2-H Ownership of Waste**

The Contractor shall receive title to all solid waste and recyclable material upon its collection at the curbside. The Town shall not be considered the generator of such waste for any purpose.

## **2-I Indemnification**

The Contractor acknowledges and agrees that it is responsible as an independent contractor for all operations under the contract and for all acts of employees and agents hereunder, and agrees that Contractor shall to the extent of its liability indemnify, and hold harmless the Town and its officers, boards, employees, agents and officials, and any owners or occupants of any single family residence, multifamily complex, multifamily unit, condominium association, board members, management companies and their employees, landlords and tenants from and against any and all loss, damage, cost, charge, expense and claim, which may be made against it or them or to which it or they may be subject to the extent caused by any act, action, neglect, omission or default on the part of the Contractor or any of their agents or employees and will pay promptly on demand all costs and expenses of the investigation and defense thereof, including attorneys' fees and expenses.

In any event that the Town is sued or becomes subject to administrative action because the Contractor has failed to properly transport, process or dispose of the Town's trash or recyclable material, full restitution will be made to the Town for all expenses, fees, fines or other costs or charges incurred.

## **Article 3 - General Information**

### **3-A Start Date**

The Contractor shall commence work under the terms of this Contract as of July 1, 2012. Automated carts shall be delivered two weeks prior to July 1, 2012. If delays are caused by acts of God, acts of government or state, extra work or other contingencies clearly beyond the control or responsibility of the Contractor, the Contractor shall be entitled to additional time wherein to perform and complete this Contract on its part as the Board of Health shall certify in writing to be just. Automated carts are to be numbered and will be distributed to households by Contractor. Contractor agrees to facilitate distribution with automated cart collection of solid waste effective July 1, 2012.

### **3-B Collection Route**

There shall be no changes in the collection route or schedule at the start of this contract. All changes in or deviations from routes and schedules made by the Contractor must receive prior written approval from the Board of Health.

Throughout the term of the contract, the Contractor is expected to service residents in more or less the same order each week. It is the Contractor's responsibility to return for any missed pickups if materials were missed due to change in time of collection that was not approved by the Board of Health. Should the Contractor, at any time, request an alteration in routes or schedules, it shall be the sole responsibility of the Contractor to notify all affected Subscribers of the changes. The method of notifying subscribers must be approved by the Town.

### **3-C Communication with Residents**

Communication with residents during the term of the Contract, regarding changes in the route, schedule, or collection of materials made at the request of the Contractor, shall be distributed by the Contractor in the form of written information to all residents indicating the changes at the Contractor's sole expense. Contractor shall provide at its expense to all residents a refrigerator magnet with recycling information; quarterly mailings for service residents on education; pick up, recycling, Christmas trees and holiday schedules. The Contractor will also provide a 24/7 toll free number with a live person to contact. All material must be approved by the Town prior to distribution.

### **3-D Preparation of Materials**

#### ***a. Solid Waste***

All residents are required to place solid waste in a container with closed lids. The Contractor shall not commingle recyclable materials intended for recycling with solid waste. Upon conversion to automated carts all solid waste must be in an automated cart with lid closed. No bags on side of barrels will be picked up.

The Contractor shall not commingle leaves and yard waste with second stickered container of solid waste collected under the contract.

#### ***b. Recyclable Materials***

##### ***Commingled***

Glass: clear, brown and green bottles and jars.

Aluminum: cans, foil and trays.

Metal: steel, tin, and aerosol cans, and lids.

Plastic Containers: #1 through #7.

Aseptic Containers: coated-paper milk and juice cartons and drink boxes.

### ***Mixed Paper***

Newspapers and advertisement inserts, magazines, catalogues, junk mail (with and without plastic windows and labels), white and colored office paper, telephone books, paperback books, brown paper bags, boxboard, corrugated cardboard, etc.

All residents are required to place recyclable materials in Town-approved containers set clearly apart (at least one foot) from solid waste containers.

There shall be no limits to the amount of recyclable materials collected curbside from residents as long as it is generated at that location.

The Contractor shall not commingle recyclable materials intended for recycling with solid waste.

Second recycling container of 64 gallons shall be provided at no cost to the resident upon request.

### **3-E Municipal Facilities and Schools Collection**

The Contractor will collect, remove, and properly dispose of all garbage, refuse, rubbish, solid waste and recyclable material that may be produced or exist upon the premises from each of the containers and facilities listed in Appendix B, Sections 1 and 2.

The Contractor agrees to make collections from each of the municipal facilities and schools at the time specified in Appendix B, Sections 1 and 2. This schedule shall not be changed without the prior written consent of the Board of Health. Failure of the Contractor to maintain said collection schedule will be considered breach and default of this Contract and grounds for immediate termination of the Contract.

At any time during the term of the Contract, the Town may, at its sole discretion, add or delete pickups from containers listed on Appendix B, Sections 1 and 2 and may delete entirely, pickup from any or all locations listed on Appendix B, Sections 1 and 2.

The Contractor shall provide dumpsters and wheeled recycling carts for municipal facilities and schools as described in Appendix B, Sections 1 and 2. The Town may request the Contractor to adjust the number and/or size of containers at any given site to accommodate solid waste and recyclable materials.

The Contractor shall provide dumpsters for the collection of corrugated cardboard at each of the schools and municipal facilities as indicated in Appendix B. Collection from schools shall be made at least one-half (1/2) hour before the start of the school day. In the event that collection must be conducted at another time, collection may not occur within one-half (1/2) hour of arrival or dismissal time. No collection from schools or municipal facilities shall occur before 7:00 AM or after 6:00 PM without prior approval of the Board of Health.

No later than seven (7) days prior to the commencement of work, the Contractor shall provide suitably-sized, water-tight containers for school and municipal collection of both solid waste and recyclable materials - either dumpsters or containers of galvanized steel or heavy duty plastic equipped with a tight-fitting lid and capable of being locked. The Contractor shall be responsible for the maintenance and repair of all containers provided.

All containers shall be kept in a neat, clean, and relatively odor-free condition. Tops of the containers should be cleaned by the Contractor as needed. Any broken, damaged or missing receptacles must be repaired or replaced immediately. It is the Contractor's responsibility to wash or otherwise clean the containers, if such condition arises, at no additional cost to the Town. All containers are to be deodorized upon request.

Any refuse or recyclable materials within a four-foot radius of containers or dumpsters shall be considered refuse to be collected.

The Contractor may place the company logo on Contractor-supplied containers.

The Contractor shall take adequate precautions to protect all property (buildings, shrubs, lawn, pavement, vehicles, or other items or areas that are within school boundaries) from any damage and shall be responsible for the repair of any such damage caused as a result of its service.

### **3-F Holiday Collection**

When a scheduled collection day falls on a holiday there shall be no collection on that day. Collection for those days and all remaining days of the week shall occur one day late.

**New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas.**

### **3-G Inclement Weather**

Ordinary snow and rain shall not be cause for omissions of the collection of solid waste and/or recyclable materials in accordance with the provisions of this Contract. Collections may be omitted only under the most extreme, adverse weather conditions such as blanketing snowstorms, hurricanes and the like as determined by the Board of Health Agent.

### **3-H Collection Vehicles**

The collection trucks shall be new and approved by the Town. The Contractor shall have standby equipment available within a forty (40) mile radius of the Town. Collection trucks shall, at all times, be equipped with working cell phones that can be in direct contact with the Board of Health.

All vehicles used in the collection and transportation of solid waste or recyclable materials shall be of sufficient size and capacity. A sufficient number of vehicles will be supplied by the Contractor to collect the solid waste and recyclable materials in accordance with the terms of this Contract and such sufficiency shall be determined by the Town.

The Town shall have the power at any time to order the Contractor to increase the number of vehicles, if in its judgment an increase is necessary for the fulfillment of the Contract. If upon receipt of such order, the Contractor fails to comply with such order within ninety (90) days, such failure shall constitute a breach of the Contract, and the Contractor shall forfeit in the form of liquidated damages the sum of one hundred (\$100.00) dollars for each day that the Contractor fails to comply with such order, said penalty to be imposed for each additional truck ordered by the Town, but not placed in service by the Contractor.

Bodies for the trucks to be used in the collection and transportation of solid waste shall be enclosed with a capacity of not less than twenty five (25) cubic yards by actual measurement. The bodies shall be watertight, readily cleanable and sanitary, and capable of being unloaded by dumping or automatic push-out means. The equipment shall be essentially a standard product of a reputable manufacturer, so that continuing service and delivery of spare parts may be ensured. The component parts of the unit need not be a product of the same manufacturer. The body shall be so mounted that when fully loaded, the axle

loading shall fall within the maximum load limit per axle as prescribed by state and local law. The Contractor will be permitted to use auxiliary loading equipment and self-loading bodies. The Contractor shall provide garage and yard for the equipment that is adequate and sufficient to provide all-weather, year-round operation. Adverse weather, extreme cold temperatures and snow shall not be considered reason for not collecting solid waste or recyclable materials. The Contractor shall make adequate provision for maintenance and prompt repair of collection equipment. All equipment used for the collection or hauling of solid waste or recyclable materials shall be thoroughly cleaned and scrubbed both inside and outside, and sprayed with such deodorizing material as may be deemed proper by the Town at least once each week. All vehicles, conveyances, containers, and all other equipment of whatever nature which is used by the Contractor shall be kept and maintained in a sanitary condition and well repaired and as slightly as reasonably possible. All equipment and facilities used by the Contractor shall be subject to inspection for sanitation, safety, appearance, and subject to approval or rejection by the Town at any time. Rejected equipment will be replaced by the Contractor as soon as reasonably possible. The Contractor is responsible for insuring that audible back-up alarms, as required by law, are functioning properly at all times. The driver of the collection truck shall travel all roads and streets in accordance with all traffic regulations, unless such roads are declared by the Board of Health to be impassable. The Contractor shall clearly display on both sides and back of each vehicle a sign with lettering at least six (6) inches high that reads: *Town of Abington* or *Town of Abington Recycling, a toll free phone number and magnetic Town of Abington Seal* as well as the vehicle number (lettered at least six (6) inches high) so that the lettering is easily visible to the public. Open body trucks may be used for white goods only. These trucks may not be used under any conditions for refuse that may blow or spill. These open body trucks are not subject to the requirements of painting and numbering, but may also be required to have a system of distinguishable identification.

### **3-1 Care of Citizens' and Municipal Property**

The Contractor shall use its best efforts to see that its personnel handle waste barrels and other containers with care so that the barrels/containers are not damaged. Empty barrels/receptacles shall be left right-side-up, in a standing position and in the approximate place where found. The Contractor shall use care in returning empty collection containers to the curbside or off the edge of the traveled road. Containers shall not be placed back in driveways, in front of mailboxes or on paved portions of roadways. Covers on waste barrels/receptacles shall be replaced. Under no circumstances are waste barrels/receptacles or their covers to be thrown or allowed to roll out into the street. If, in the Town's judgment, containers are damaged or destroyed by the Contractor's personnel, the Contractor shall at its expense promptly replace the damaged or destroyed containers with the same or substantially similar containers. The Contractor shall use its best efforts to see that its personnel handle the recycling containers with care so that the containers are not damaged.

Under no circumstances are containers to be left in the street, gutter or on the sidewalk or in any other manner that may impede travel. If, in the Town's judgment, a recycling container is damaged or destroyed by the Contractor's personnel, the Contractor shall, at its own expense, promptly replace the damaged or destroyed recycling container with another approved recycling container. The Contractor will take adequate precautions to protect all residential and municipal property from any damage and will be responsible for any such damage caused as a result of this service. Any damage done to property by the Contractor's personnel during collection and transportation shall be promptly repaired or paid for by the Contractor, or may be repaired by the Town and the cost thereof deducted from any payment due the Contractor under the terms of this Contract.

Upon implementation of automated cart collection, Contractor shall be responsible to repair/replace carts not functioning properly due to damage occurring during collection activity or due to manufacturers defect. Contractor shall replace automated carts within 72 hours of receiving notice from Town or resident. Residents shall be responsible for replacement of any automated carts damaged due to resident negligence.

### **3-J Daily Contact and Managing Agent**

The Contractor shall maintain a person (attendant) to answer telephone calls throughout the day between the hours of 8:30 AM and 4:30 PM, Monday through Friday. The Contractor shall maintain a 24/7 toll free number with a live person response. This attendant shall receive calls from residents or the Town in a courteous manner and shall resolve all complaints in an expeditious manner. A toll free or local customer-service telephone number shall be provided. The customer service office shall be in touch with all collection vehicles at all times via a two-way radio or cellular phone.

The Contractor shall maintain in Town, on each day of collection, an authorized "lead driver." The Contractor shall also designate in writing to the Board of Health a "Managing Agent" upon whom all notices may be served by the Town. Service of such notice upon the Managing Agent shall always constitute service upon the Contractor. The Managing Agent shall oversee the collection, transport and, where applicable, disposal and processing of solid waste and/or recyclable materials from the Town. There shall be, at all times, direct phone contact between the Town and the lead rubbish and lead recycling drivers.

All complaints shall be promptly investigated and then responded to in writing on the complaint form by the Managing Agent.

### **3-K Meetings Between Contractor and Town**

The Contractor or managing agent shall be available to meet with the Town monthly to review Contract performance and customer complaints and resolutions, including a list of all notices left.

### **3-L Inspection and Reports**

The collection Contractor shall be required to keep accurate records of weights of collected materials. The Contractor shall submit to the Board of Health, on a monthly basis, certified weight slips or records showing the quantity (in tons or pounds) of materials collected. If the collection and disposal reports of the disposal Contractor are different from those of the collection Contractor, the Town shall require that the disposal Contractor submit on a monthly basis certified weight slips or records showing the quantity in (tons or pounds) of material disposed.

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

At the Town's option, the Town may require the Contractor's collection vehicles to be weighed, prior to the commencement of all collections pursuant to this Contract and following all such collections to determine the tonnage collected.

In addition, at the discretion of the Town, the Contractor may be subjected to periodic weigh-ins of materials at certified scales within a ten (10) mile radius of the Town of Abington. The Board of Health shall select the time and place for weigh-ins. The Town shall pay any direct cost incurred for the use of the scales. The Contractor shall incur all other costs of the weigh-ins.

### **3-M End of Route Reporting**

All service requests for pickup reported to the Contractor before the relevant collection vehicle has left Town shall be responded to on the same day, unless otherwise mutually agreed by the Board of Health

and the Managing Agent. After responding to any such service request, the Managing Agent or the driver of the collection vehicle must report in writing on the service request/complaint form, no later than the following collection day.

If any collection vehicle is unable to perform collections at any addresses for any reason, or is delayed in completing their collection route for any reason, the Managing Agent or the drivers must notify the Board of Health immediately of the difficulty. The Managing Agent shall make whatever arrangements are necessary at the Contractor's sole expense to ensure that all portions of that day's collection route are picked up on the scheduled day for collection.

### **3-N Complying with Directions**

The Contractor shall comply with any and all directions that may from time to time be given by the Health Agent regarding changes in routing, order of collections, type and care of vehicles and equipment and such matters as the Town may deem advisable for the improvement of the solid waste or recyclable materials collection.

### **3-O Complaints and Individual Collections**

The Contractor shall make any collections in individual cases arising out of complaints or otherwise, and shall comply with all orders and instructions of the Board of Health regarding collection routes, order of collections within a route, type and condition of vehicles and equipment, and other like matters which are deemed advisable for the improvement of the service rendered to the Town. The Contractor shall assure that collections are made in accordance with the provisions of the Contract. The Contractor shall also check complaints and make immediate collection as required.

If determined to be necessary by the Town, the Contractor shall also have a so-called "chase" vehicle that will inspect and follow each collection route daily to better assure quality control until the Town determines that this is no longer necessary.

The Contractor shall be responsible for coordination of enforcement procedures between the Town and residents regarding materials to be recycled, appropriate set out units, participating requirements, etc.

### **3-P Materials from Other Sources**

The Town-contracted solid waste hauler shall not mix refuse or recyclable material from any other source with refuse or recyclable material collected on behalf of the Town.

### **3-Q Contaminated Materials**

It is the Contractor's responsibility to ensure that recyclable materials collected at curbside are not contaminated. If recyclable materials delivered to the processing facility are determined, by the processing facility's representative, to be contaminated, the collection Contractor shall be responsible for all costs associated with disposal.

The Contractor shall be entitled to dispose, at the Contractor's sole expense, any individual load of recyclable material not acceptable to the secondary market due to contamination, provided that the Contractor shall notify the Town of the dates, disposal sites and tonnage of unacceptable recyclable material.

### **3-R Hazardous Materials**

Hazardous materials such as the following shall NOT be collected under this Contract:

- a. Gasoline and waste oil.
- b. Liquid oil-based paints, turpentine, paint thinners and shellac.
- c. Pesticides.
- d. Auto batteries.
- e. Explosives.

- f. Propane tanks and gas cylinders.
- g. PCBs and radioactive waste containers.
- h. Other materials designated hazardous by DEP or EPA.
- i. Medical wastes.

### **3-S Ownership of Recyclable Materials**

All recyclable materials shall be the property of the Town of Abington once collected from the curb. It shall be the Contractor's responsibility to provide quality control for processing of all materials collected.

### **3-T Employees**

All employees of Contractor must be subjected to a CORI check and approved by the Town. The Contractor shall employ competent and courteous employees and shall immediately discharge or transfer to duties outside the Town of Abington any incompetent or discourteous employee when ordered to do so by the Board of Health. The Contractor shall not again employ, for work within the Town of Abington, any employee dismissed or transferred under the foregoing provisions without the consent of the Board of Health.

The Contractor shall prepare route maps and train collection employees before initiating collection in the Town and before the Contractor permits an employee to begin work in the Town.

### **3-U New Employees**

The Contractor agrees to make its best effort to train new employees for a period of at least two (2) weeks prior to their assuming full responsibility for their routes.

## **Article 4 - Collection**

### **4-A Collection Points**

Collections from Residents shall be made at curbside, within three (3) feet of the edge of pavement. Municipal facility, schools, and public area receptacle collection shall be made at designated pickup points.

### **4-B Collection Frequency**

#### ***Solid Waste***

The Contractor shall collect from all residential once a week. The Contractor shall collect from Schools and Municipal Facilities as per Appendix B, Section 1.

#### ***Recyclable Materials***

The Contractor shall collect from all residential once a week. The Contractor shall collect from schools and municipal facilities as per Appendix B, Section 2.

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

The Contractor shall schedule the curbside collection of recyclable materials to coincide with the regular curbside collection of solid waste such that residents will have both collections on the same day of the week.

### **4-D Collection Times**

No collection from residential properties shall be made before 7:00 AM or after 6:00 PM without prior approval from the Board of Health.

### **4-E Missed Pickups**

The Contractor shall be required to return for all missed pickups requested by the Town. The collection vehicle shall return to the address of the resident on the same day as day of notice, unless the vehicle has already left Town, in which case they will return on the following collection day. The Contractor shall be required to collect all pickups missed due to driver error at no extra cost.

Failure to collect waste as directed by the Town may result in the imposition of liquidated damages as provided in the Contract.

#### **4-F Non-collection Notices**

The Contractor shall supply non-collection notices designed to the Town's specifications. Notices must be approved before printing. All drivers are to be provided with an adequate supply of the notices and required to leave non-collection notices whenever materials are intentionally not collected and must notify the Board of Health with location and reason for non-collection on the same day of issuance of the non-collection notice.

#### **4-G Improperly Prepared Materials**

When the Contractor's crews encounter improperly placed or prepared recyclable material or refuse, they shall follow the procedure below:

- a. For the first occurrence at an address within any twelve (12) month period the collector shall complete a Town approved non-collection notice explaining the problems and leave it, along with improperly prepared materials, at the residence.
- b. Upon the second and ensuing occurrences by the same resident within a twelve (12) month period, the collector shall follow the steps above but in addition shall notify the Town of a persistent problem at the address.

#### **4-H Construction and Demolition Debris**

The Contractor shall not accept construction and demolition debris.

#### **4-I Leaves and Yard Waste**

The Contractor shall not collect and commingle with Solid Waste any leaves or other yard waste, or Christmas trees.

#### **4-J Mixing Recyclable Materials with Solid Waste**

Recyclable materials in containers clearly identified for recyclable materials collection shall not be commingled with solid waste under any circumstance.

#### **4-K Cleanup on Route**

The Contractor shall pick up all blown, littered, and broken material collected pursuant to this Contract. Each truck shall carry at all times a broom, shovel, and hazardous materials spill kit.

#### **4-L Spillage of Waste or Recyclable Materials**

If at any time materials are spilled into a street, sidewalk, lawn, tree, or private property by the Contractor, or the contents of a truck carrying the same are spilled/dumped into a street, sidewalk or property, the Contractor shall clean up the spilled/dumped matter immediately before proceeding to the next place of collection, or make arrangements for the spillage to be cleaned up immediately.

#### **4-M Hazardous Waste Spills**

The Contractor must immediately report any spill of automotive fluids or other hazardous waste to the Abington Fire Dispatch Center at (781) 982-2114 and to Abington Health Department. The Contractor must also report spills to the MA DEP in accordance with state regulations.

#### **4-N Accidents and Breakdowns**

The Contractor shall notify the Board of Health within one hour of any accident or breakdown that will delay normal collection. The Contractor shall notify the Town within one hour of any accident involving injury or damage to private or public property.

### **Article 5 - Solid Waste Disposal**

#### **5-A Solid Waste Disposal**

The Contractor shall provide the Town, in writing, with information on the disposal facilities(s) where solid waste is taken. The Contractor shall notify the Town in writing of any changes in the disposal locations.

#### **5-B Permits and Licenses**

The solid waste Disposal Facility, which accepts solid waste collected from the Town, must be fully licensed and permitted by EPA and MA DEP, and any other federal, state, or local officials, as applicable.

#### **5-C Weights**

Proper weight slips from the facility, certified at a state-approved scale, must be submitted to the Town on a monthly basis.

#### **5-D Hours of Operation**

The Disposal Facility must be open a minimum of Monday through Friday 9 AM to 4 PM, plus Saturday mornings for the purpose of disposing of the Town's solid wastes. Hours of operation must facilitate the deposit of solid waste transported from the Town.

#### **5-E Capacity**

Disposal Facility must have planned/permitted capacity to receive Town solid waste from July 1, 2012 through June 30, 2015.

#### **5-F Alternative Disposal Facility**

The Contractor shall be responsible for providing disposal services through June 30, 2015 at its Disposal Facility. If due to the government regulation ruling, the disposal facility is not available to dispose of the Town's solid waste, the Contractor shall be responsible for providing alternative disposal facilities at no additional cost to the Town.

## **Article 6 - Recyclable Materials Processing**

### **6-A Processor Facility Location**

The Contractor shall provide the Town, in writing, with information on the materials processing facility(s) where the Town's recyclable materials are taken. The Contractor shall notify the Town in writing of any changes in the processing facility location. The Contractor shall also provide the Town with a list of materials accepted by the processing facility and will notify the Town of any changes in materials accepted by the facility. The Contractor shall also provide the Town with a list of materials accepted by the processing facility and will notify the Town of any changes in materials accepted by the facility. The processing facility shall be within a 50-mile radius of the Town of Abington.

### **6-B Permits and Licenses**

The recyclable materials processing facility and municipal solid waste facility, which accepts materials collected from the Town, must be fully licensed and permitted by EPA and MA DEP, and any applicable federal, state, or local statutes, as applicable.

The Contractor/s awarded the solid waste and or recycling proposal is responsible for the processing and marketing of the solid waste and or recycling materials.

### **6-C Weights**

Certified weight slips from the facility, certified at a state-approved scale, must be submitted to the Town on a monthly basis.

### **6-D Processing and Disposal Conditions**

The Town of Abington reserves the right to audit the Contractor to verify that recyclable material is being marketed properly. The Contractor of the recycling curbside collection shall be responsible for any loads considered contaminated by the end site or by the town designated end site.

### **6-E Hours of Operation**

The recyclable materials processing facility must be open a minimum of Monday through Friday 8AM to 4PM plus Saturday mornings for the purpose of disposing of the Town's recyclables. Hours of operations must facilitate the deposit of recyclable materials transported from the Town

### **6-F Alternative Processing Facility**

The Contractor shall be responsible for providing recyclable materials processing services for the term of this Contract at its processing facility. If, for any reason, the facility is not available to process the Town's recyclable materials, the Contractor shall be responsible for providing alternative facilities at no additional cost to the Town.

## **Article 7 - Christmas tree and Yard Waste Collection**

### **7-A Christmas tree Collection**

*This service is not currently provided but may be implemented at the Town's request at any time with sufficient notice.* Christmas trees shall be collected during a two-week period in January. The collection weeks shall be determined by the Town. The Contractor shall deliver the collected trees to the Town to a site determined by the town.

## **7-B Yard Waste Collection**

*This service is not currently provided but may be implemented at the Town's request at any time with sufficient notice.* Yard waste collection shall occur twice a year as determined by the Board of Health. The Contractor shall deliver the yard waste to the Town Composting Site in Abington MA.

## **Article 8 - Payments to Contractor and the Contract Sum**

### **8-A Compensation to be paid to Contractor**

The Town shall pay and the Contractor/s shall accept in full consideration for the performance of the Contractor's obligations the amounts set forth in the proposal attached hereto. Payments by the Town to the Contractor under this Contract shall be made monthly and shall be invoiced by the Contractor to the Town in arrears, but no later than ten (10) business days after the last day of each calendar month. The Town shall make all payments due to the Contractor under the terms of this Contract within thirty (30) days of receiving a complete and accurate invoice from the Contractor.

The Contractor/s shall be obligated to collect materials only from residents as defined in the Contract. Compensation for disposal shall be based on the weigh slips submitted by the Contractor. Twelve payment periods will be in the contract with the last bill submitted to the town for payment no later than July 4<sup>th</sup> fiscal end year.

### **8-B Delayed Payment and Disputes**

In the event of any dispute as to any portion of any monthly or other bill, the Town shall give written notice of the disputed portion to the Contractor. Such notice shall identify the disputed portion of the bill, state the amount in dispute and set forth the grounds on which such dispute is based. No Town Event of Default shall result from a failure to pay or late payment during any dispute. The Contractor shall give consideration to such dispute and shall advise the Town with regard to its position relative thereto within twenty (20) days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference between such correct amount and such full amount shall be added to or subtracted from the statement next submitted to the Town after such determination.

During the pendency of any dispute as to the amount owed, both the Town and the Contractor shall continue performing their respective obligations under the Contract.

### **8-C Option to Extend Contract**

The Town may choose to renegotiate to extend the term or conditions of this contract at its sole discretion.

### **8-D Fuel Cost Adjustments**

The town will not accept a fuel charge or fee.

### **8-E Liquidated Damages**

In addition to all of its other rights and remedies under the Contract, at law or in equity, the Town shall be entitled to assess liquidated damages against the Contractor for its failure to perform the specified obligations described in Appendix C for collection and transportation of the town's waste prior to the occurrence of a Contractor Event of Default hereunder. The Contractor acknowledges and agrees that the liquidated damages provided herein are not penalties but represent a fair measure of damages which will be sustained by the Town in the event the Contractor defaults on any of the attached specified obligations. The Town shall have the right to withhold the amount of liquidated damages assessed by it from any payment owed to the Contractor as a credit or set-off of such amount.

Any consent or permission by the Town to any act or omission which otherwise would be a breach of any covenant or condition herein, or any waiver by the Town of the breach of any covenant or condition herein, shall not in any way be held or construed (unless expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition herein or otherwise operates to permit the same or similar acts or omissions except as to the specific instance. The failure of the Town to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Contract shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The failure of the Town to assess liquidated damages shall not be deemed to have been a waiver by the Town of any such violation or of any of the Town's remedies on account thereof, including its right of termination of this Contract for such default.

See Appendix C for a complete list of liquidated damages.

## **Article 9 - Insurance**

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified below and in such form as shall protect the work covered by this Contract, and the Town and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operation under this Contract. The Town shall be named an additional insured under such policies. The Contractor covenants and agrees to indemnify and hold the Town and its employees, agents and officials harmless from and against any and all loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract.

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

(A) For liability for bodily injury, including accidental death:

\$1,000,000 for any one person and

\$1,000,000 on account of one occurrence and

\$5,000,000 aggregate limit

(B) For liability for property damage:

\$2,000,000 on account of anyone occurrence and

\$5,000,000 aggregate limit

Extraterritorial clause shall be included.

1. WORKMEN'S COMPENSATION INSURANCE:

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

2. BODILY INJURY PREMISE-OPERATION, CONTRACTOR'S PROTECTIVE AND COMPLETED OPERATIONS PUBLIC LIABILITY INSURANCE:

-in the amounts required in (A) above.

3. PROPERTY DAMAGE PREMISES-OPERATIONS, CONTRACTOR'S PROTECTIVE AND COMPLETED OPERATIONS PUBLIC LIABILITY INSURANCE:

-in the amounts required in (B) above.

4. BODILY INJURY LIABILITY INSURANCE COVERING THE OPERATION OF ALL MOTOR VEHICLES OWNED BY THE CONTRACTOR AND VEHICLES NOT OWNED BY THE CONTRACTOR, WHILE SUCH VEHICLES ARE BEING OPERATED IN CONNECTION WITH THE PROSECUTION OF THE WORK UNDER THIS CONTRACT:

-in the amounts required in (A) above.

5. PROPERTY DAMAGE LIABILITY INSURANCE COVERING THE OPERATION OF ALL MOTOR VEHICLES OWNED BY THE CONTRACTOR AND VEHICLES NOT OWNED BY THE CONTRACTOR WHILE SUCH VEHICLES ARE BEING OPERATED IN CONNECTION WITH PROSECUTION OF THE WORK UNDER THIS CONTRACT:

-in the amounts required in (B) above.

6. CONTRACTUAL LIABILITY INSURANCE COVERING THE LIABILITY ASSUMED BY THE CONTRACTOR:

-in the amounts required under (A) and (B) above.

7. OWNER'S PROTECTIVE INSURANCE SECURED BY THE CONTRACTOR IN BEHALF OF THE TOWN WHICH WILL DIRECTLY PROTECT THE TOWN AND/OR ITS EMPLOYEES, AGENTS AND OFFICERS FROM LIABILITY FOR BODILY INJURIES, INCLUDING ACCIDENT DEATH:  
-in the amounts required in (A) above and

FOR PROPERTY DAMAGE:

-in the amounts required in (B) above.

All policies shall be so written that the Town will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Town before operations are begun. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town or its officers for any injury to any of his officers or employees or for damage to his trucks or equipment arising out of work contemplated by this Contract. The certificate of insurance shall be delivered to the Town at least fifty (50) days prior to July 1 of each year that this Contract is in force and effect. Failure to provide insurance requirements shall be cause to terminate this Contract.

All insurance required by this contract shall be obtained from insurance companies that are duly licensed or authorized in the Commonwealth of Massachusetts to issue insurance policies for the limits and coverage's so required.

## **Article 10 - Other Conditions**

### **10-A Not to Assign or Subcontract**

The Contractor shall give his personal attention constantly to the faithful performance of the work, shall keep the same under his personal control and shall not assign, by power of attorney or otherwise, nor subcontract the work or any part thereof, without the previous written consent of the Town, and shall not, either legally or equitably, assign any of the moneys payable under this Contract, or his claim thereto, unless, by and with the like consent of the Town.

### **10-B Performance Bond**

The contractor shall furnish for the term of this Contract a 100 percent performance bond in a form and with a surety company approved by the Town and authorized to do business in the Commonwealth of Massachusetts, conditioned upon the Contractor fully performing all his obligations under this Contract, and making full payment for all labor performed or furnished in the work. The penal sum of the bond shall be twelve months of the total amount of this Contract sum for the particular year as set forth in the terms of the Contract. The bond shall be delivered to the Town at least one hundred and twenty (120) days prior to July 1 of each year that this Contract is in force and effect. Failure to provide performance bond requirements shall be cause to terminate this Contract.

### **10-C Changes in the Contract**

The Contractor shall do the work in the manner set forth in this Contract, except that the Town, by order in writing given to the Contractor, may make any reasonable order respecting a change (increase or removal) of any part of the work or the furnishing of extra trucks or labor relating thereto, and the Contractor shall conform to such orders within a reasonable time.

If requested by the Town, the Contractor will amend this Contract to include up to five (5) additional days so that this Contract expires on the last day of the week.

### **10-D Contract Compliance**

It is understood and agreed that because the public health and convenience of the Town are involved in the performance of this Contract, performance reasonably satisfactory to the Town includes meticulous attention to every detail in this Contract and Specifications and that a high standard of work is justified.

### **10-E Force Majeure**

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

### **10-F Termination for Improper Performance**

#### **Events of and Remedies for Default**

##### **1. Contractor Events of Default**

- a. Failure of the Contractor to perform any of its obligations, covenants or agreements under this Contract and the continuance of such failure for fifteen (15) days after written notice thereof from the Town to the Contractor; provided, however, that if such default is not susceptible to cure within such fifteen (15) days and if the Contractor commences diligently to cure such default promptly after receipt of notice thereof from the Town, such period of fifteen (15) days shall be extended to a period of time necessary to cure such default with all due diligence, but in no event shall such period exceed a total of one hundred eighty (180) days.
- b. The Contractor becomes insolvent; however such insolvency may be evidenced; or makes an assignment for the benefit of creditors; or is adjudicated a bankrupt; or admits in writing its inability generally to pay its debts as they become due.
- c. A trustee, custodian or receiver of the Contractor's business, or any substantial portion of the Contractor's assets, is appointed by or at the behest of the Contractor, or, if appointed in a proceeding brought against the Contractor, the Contractor approves of, consents to, or acquiesces in such appointments or such trustee or receiver is not discharged within ninety (90) days.
- d. Any proceedings involving the Contractor are commenced by or against the Contractor under any bankruptcy or reorganization, arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, or, if such proceedings are instituted against the Contractor, the Contractor approves of, consents to, or acquiesces in such proceedings or such proceedings are not dismissed within ninety (90) days.
- e. Any representation or warranty made by the Contractor is not true in any material respect as of the date of the issuance or making thereof as contained in this Contract, the bid for this Contract, or any other document or instrument executed in connection herewith.
- f. The death, dissolution or termination of existence of the Contractor.

##### **2. Town Events of Default**

Failure of the town to pay any sums due the Contractor hereunder within thirty (30) days after receiving an invoice for payments due from the Contractor, and the continuance of such failure for fifteen (15) days after written notice thereof from the Contractor to the Town; provided, however, that if the Town notifies the Contractor of a dispute as to any sums pursuant to Article 9-b of this Contract within such fifteen (15) days after written notice by the Contractor to the Town of such nonpayment, no Event of Default shall occur until a final determination of the correct amount pursuant to the

provision of said Article 9-b and the failure of the Town to pay such correct amount within thirty (30) days after receiving the statement next submitted to the Town after such determination.

3. Remedies for Contractor Events of Default

Upon any contractor Event of Default, the Town may, in addition to and not in derogation of any other right or remedy available to it under this Contract, at law or in equity (which rights and remedies shall be cumulative and shall not be deemed inconsistent with each other and which may be exercised at the same time to the greatest extent permitted by law), immediately terminate this Contract upon written notice thereof to the Contractor. At any time following a Contractor Event of Default, the Town may (but shall not be obligated to) cure any default by the Contractor hereunder, and all costs and expenses incurred by the Town, including attorneys' fees and expenses, in curing a default shall be paid by the Contractor to the Town on demand, together with interest thereon at the rate provided in Article 9-b of this Contract.

4. Remedies for Town Events of Default

Upon any Town Event of Default, the Contractor may, in addition to and not in derogation of the right to sue the Town for such sums actually due hereunder (which rights and remedies shall be cumulative and shall not be deemed inconsistent with each other and which may be exercised at the same time to the greatest extent permitted by law), immediately terminate this Contract upon written notice thereof to the Town. In no event shall the Town be liable for any indirect, special or consequential damages.

### **10-G Town's Liability**

The Town's liability under this Contract shall be limited to the payments due hereunder. In no event shall the Town be liable for any additional amounts, including without limitation, any indirect, special or consequential damages.

No officer, board, employee, agent, official or resident of the Town or any owner or occupant of any single family residence, multifamily unit of 3 or less units, board member, management company or their employees, landlords and tenants shall ever be personally liable under this Contract and the Contractor shall look solely to the Town in pursuit of its remedies upon any Town Event of Default hereunder.

### **10-H Protection Against Liability**

The Contractor acknowledges and agrees that he is responsible as an independent contractor for all operations under this Contract and for all acts of employees and agents hereunder, and agrees that he will indemnify, exonerate and hold harmless the Town and its officers, boards, employees, agents and officials, and any owners or occupants of any single family residence, multifamily complex, multifamily unit, condominium association, board members, management companies and their employees, landlords and tenants from and against any and all loss, damage, cost, charge, expense and claim, which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the Contractor or any of their agents or employees and will pay promptly on demand all costs and expenses of the investigation and defense thereof, including attorneys' fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor, a sufficient amount to protect it completely against such claim, costs and expenses. In any event that the Town shall be sued or become subject to administrative action because the Contractor has failed to properly transport, process or dispose of the Town's trash or recyclable material, full restitution shall be made to the Town for all expenses, fees, fines or other costs or charges incurred.

### **10-I Licenses and Permits**

The Contractor or Contractors shall obtain and pay, at its own cost, for all licenses and permits necessary for collecting, transporting and marketing recycling materials and/or collecting, transporting and disposing of solid waste material.

### **10-J Laws and Regulations**

This Contract shall be considered to incorporate by reference all applicable federal, state and local laws and rules and regulations of all authorities having jurisdiction over collection, transportation and disposal of solid waste and recyclable material, as though such provisions were set forth in full therein. The Contractor shall keep fully informed of all federal, state and local laws, and municipal ordinances, bylaws and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and of all such orders and decrees or bodies or tribunals having any jurisdiction or authority over the same.

If any discrepancy or inconsistency is discovered in this Contract for this work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Town in writing. The Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees and shall protect and indemnify the Town, its officers, agents, boards and employees, and the owners and occupants of any single family residence, multifamily complex, multifamily unit, condominium association, board members, management companies and their employees, landlords and tenants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, by the Contractor, his agents or employees. Any additional cost caused by noncompliance to any applicable law or regulation shall be borne solely by the Contractor.

### **10-K Prevailing Wage Rates**

In accordance with MGL, Chapter 149, Section twenty-seven (27), the wage rates for workers under this Contract are to be paid at the rates established by the Commissioner of the Massachusetts Department of Labor and Industries (see appendix D). The Contractor shall provide the Town with certified weekly payroll information for all employees working in the Town. This shall include regular drivers and laborers, as well as temporary and day laborers. The information shall be provided to the Town at the end of each month.

### **10-L Safety Training**

All employees working in the Town of Abington must have a minimum of ten (10) hours of relevant OSHA training.

## Appendix A: Solid Waste and Recycling Data

### Household Currently Served:

Single Family 3,723

Two Family 180

Three Family 73

Multiple Structures on one parcel equals 79 total units to be picked up.

- ✓ 48 Mill Street: One 2 Family and One 1 Family
- ✓ 375 Groveland: Street One 2 Family, Four 1 Family and One 1 Trailer
- ✓ 55 Niles Street: Two 1 Family
- ✓ 383 Rockland Street: Two 1 Family
- ✓ 599 Summer Street: Two 1 Family
- ✓ 745 Washington Street: Two 1 Family
- ✓ 112 Park Ave: One 1 Family and One 2 Family
- ✓ 1121 Washington Street: One 1 Family and One 2 Family
- ✓ 233 Plymouth Street: One 3 Family and One 1 Family
- ✓ 264 Plymouth Street: One 2 Family and One 1 Family
- ✓ 972 Bedford Street: One 2 Family and One 1 Family
- ✓ 1343 Washington Street: One 3 Family and a Second Building A Garage No pick up on second building.
- ✓ 238 Adams Street: One 3 Family and One 1 Family
- ✓ 206 Adams Street: One 3 Family and One 1 Family
- ✓ 17 Morton Street: Two 1 Family
- ✓ 45 Brighton Street: Two 1 Family
- ✓ 34 Harrison Ave: One 3 Family and One 1 Family
- ✓ 177 Wales Street: Two 1 Family
- ✓ 19 North Ave: One 2 Family
- ✓ 871 Bedford Street: One 2 Family and One 1 Family
- ✓ 899 Bedford Street: One 3 Family and One 1 Family
- ✓ 1122 Bedford Street: Two 2 Family
- ✓ 466 Adams Street: One 2 Family and One 1 Family
- ✓ 499 Adams Street: One 2 Family and One 1 Family
- ✓ 316 Spruce Street: One 1 Family and One 2 Family

(The above data is from the FY 12 Assessors Records)

### Curbside Tonnage:

#### Solid Waste

FY 10 5,340.07

FY 11 4,582.03

#### Recycling

1,150.21

1,212.27

## Appendix B: Municipal and School Buildings

School Department Dumpsters must not be emptied before 7:00 am

Facility	Address	Solid Waste			Recycling
		Collection		Toters	
Library	600 Gliniewicz Way	10 yd	Weekly	2	Weekly
Highway Garage	225 Central St	10 yd 4yd	2 Days Weekly	1	Weekly
Fire Department	1040 Bedford St	4 yd	Weekly	2	Weekly
Fire Department	5 Rockland St.	6 yd	Weekly	1	Weekly
Senior Center	441 Summer St.	10 yd	Weekly	2	Weekly
Police Station	215 Central St.	10 yd	2 Days Weekly	2	Weekly
Wastewater Plant	Hill & Crane Sts Norton	10 yd	Weekly	1	Weekly
Abington Town Hall	500 Gliniewicz Way	10 yd	Weekly	3	Weekly
Abington High School	201 Gliniewicz Way	10 yd	5 Days Weekly	10 yd	Weekly
Frolio Junior High	1071 Washington St	10 yd	3 Days Weekly	10yd	Weekly
Woodsdale Elementary	120 Chestnut St.	10 yd	3 Days Weekly	10yd	Weekly
North Elementary	171 Adams St.	10 yd	3 Days Weekly	10 yd	Weekly
Beaver Brook Elementary	1 Ralph Hamlin Lane	10yd	3 Days Weekly	10yd	Weekly
Center Elementary	65 Thaxter Ave	10yd	3 Days Weekly	10yd	Weekly

## Appendix C: Liquidated Damages

In addition to all of its other rights and remedies under the Contract, at law or in equity, each Municipality shall be entitled to assess liquidated damages against the Contractor for its failure to perform the specified obligations described, in this section of the Request for Quotes, for collection and transportation of the Municipality's waste prior to the occurrence of a Contractor Event of Default hereunder. The Contractor acknowledges and agrees that the liquidated damages provided herein are not penalties but represent a fair measure of damages which will be sustained by the individual Municipality in the event the Contractor defaults on any of the following specified obligations. Each Municipality shall have the right to withhold the amount of liquidated damages assessed from any payment owed to the Contractor as a credit or set-off from the monthly invoice. Any consent or permission by a Municipality to any act or omission which otherwise would be a breach of any covenant or condition herein, or any waiver by a

Municipality of the breach of any covenant or condition herein, shall not in any way be held or construed (unless expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition herein, or otherwise operate to permit the same or similar acts or omissions except as to the specific instance. The failure of a Municipality to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Contract shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The failure of a Municipality to assess liquidated damages shall not be deemed to have been a waiver by the Municipality of any such violation or of any of a Municipality's remedies on account thereof, including its right of termination of this Contract for such default.

#### Liquidated Damages

- |  |  |
|--|--|
| 1. Failure to immediately pick up materials spilled during collection.   | \$50 per occurrence  |
| 2. Failure to promptly pick up waste spilled during transport if the municipality receives a complaint of such spill.  | \$50 per occurrence  |
| 3. Willful mishandling of waste barrels/receptacles or recycling containers.   | \$25 per 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. | \$25 per occurrence  |
| 5. Placement of barrels, recycling bins, or lids such that they obstruct roads, driveways, or mailboxes.   | \$25 per 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 day if so authorized by the municipality.                    | \$100 per 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 day if so authorized by the municipality.    | \$100 per address  |
| 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 at fault.  | \$100 per miss plus reimbursement of subscription fee if more than three misses in a six month period. |
| 9. Continued violation of traffic laws, ordinance or regulation during collection and haul, after written notice to correct from the municipality.   | \$250 per 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.   | \$25 per day   |
| 11. Use of unmarked or uninspected collection vehicles.  | \$200 per occurrence   |
| 12. Failure to clean vehicle or conveyances as provided for in this Contract.  | \$100 per occurrence   |
| 13. Failure or neglect to repair or furnish replacement dumpster or toter meeting the requirements of this Contract within five days.  | \$200 per container not furnished  |
| 14. Collecting solid waste or recyclable materials from addresses that do not subscribe to the program.  | \$200 per occurrence   |

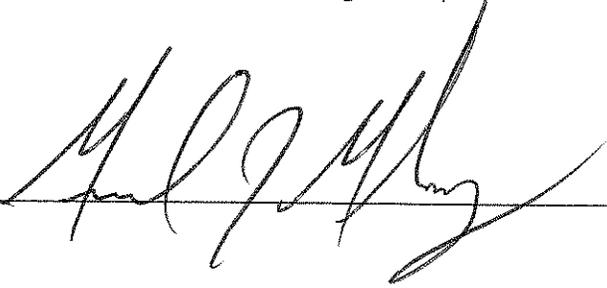
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|--|----------------------------------|
| 15. Disposing of as trash, those recyclable materials appropriately set out for recycling.   | \$500 per occurrence             |
| 16. Failure to report truck breakdown or accident within 30 minutes.   | \$25 per occurrence              |
| 17. Failure or neglect to furnish a schedule or revised schedule of collection and disposal.   | \$500 per occurrence             |
| 18. Commingling materials collected under this Contract with materials not collected under this contract, even if the town will not be billed.   | \$500 per occurrence             |
| 19. Delivering any waste other than as described in this Contract to disposal sites that will be billed to any one of the Municipalities.  | \$2,500 per ton                  |
| 20. Failure to submit weigh slips with monthly invoice.  | \$50 per missing slip            |
| 21. Submitting weight slips for materials not collected through this Contract.   | \$500 per occurrence             |
| 22. Failure to correct billing error within one week after notification.   | \$100 per occurrence             |
| 23. Failure to provide prevailing wage rate information as required under this Contract.   | \$500 per incident               |
| 24. Failure to maintain customer service 24 hour hotline for Subscribers.  | \$200 per 4 hours out of service |
| 25. Use of collection vehicle marked with the name of any of the Municipalities within this Contract for the collection and/or haul of waste other than provided for under the provision of this Contract. | \$2,000 per occurrence           |

ALL LIQUIDATED DAMAGES MAY BE DEDUCTED BY A MUNICIPALITY FROM ANY PAYMENT THEN OR THEREAFTER DUE TO THE CONTRACTOR.

**Attachments I-VII Section:**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certify under the pains and penalties of perjury that the bid or proposal submitted relative to the project is in all respects bona fide, fair and made without collusion or fraud with any other person, joint venture, partnership, corporation or other business or legal entity.



---

Name of Person Signing bid

Michael Mowbray President

Print Name and Title

Waste Solutions INC

Name of Company

4/20/12

Date

CERTIFICATION AS TO PAYMENT OF TAXES

Pursuant to M.G.L. c.62C, § 49A, I hereby certify under the pains and penalties of perjury

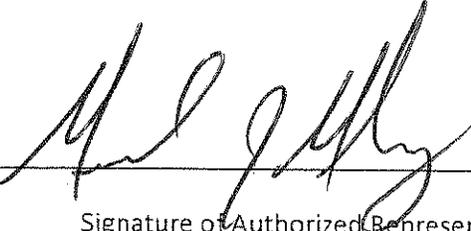
That, Waste Solutions INC. has complied with all laws

Bidder's Name/Company Name

of the Commonwealth of Massachusetts relating to the payment of taxes and has filed all State Taxes required under the law.

4/20/12

Date



Signature of Authorized Representative of the Bidder.

**SAMPLE AWARD LETTER**

The Town of Abington has approved your bid as the most responsive and responsible bidder with a total bid amount of \$ \_\_\_\_\_ including your bid for Solid Waste Collection Services, \$ \_\_\_\_\_ for Recycling and Single Stream Disposal \$ \_\_\_\_\_ and Disposal of Municipal solid waste lump sum amount based on a per tonnage figure of \$ \_\_\_\_\_.

The Successful bidder will have fifteen days from the date of the award letter to comply with all stipulations of the IFB and the contract documents. The successful bidder must provide a 50% bid bond for each service bid. The successful bidder must show undisputed evidence of the company's ability to obtain a performance bond from a reliable and financially successful bond company in the total amount of the three-year contract. The successful bidder has the option of two one-year options of renewal, which will be at the sole discretion of the Town.

The Town of Abington looks forward to meeting with you and your company representative to commence the implementation of the bid

Sincerely Yours

John D'Agostino

Town Manager

**PRICING SHEETS MUST BE IN A SEPARATE SEALED ENVELOPE LABELED PRICING INFORMATION**

**TOWN OF ABINGTON WITH THE DATE OF SUBMISSION.**

*Instructions to Bidders: Bidders may bid on any one of the pricing sections or all of the pricing sections. Sections five and six must be bid together. Signature page must be submitted to validate price proposal.*

**Abington Pricing Page**

**Section 1**

**SOLID WASTE PROPOSALS** will include a separate line item for:

- Residential automated Solid Waste Curbside Collection & Transportation (with 64 gallon carts)  
Lump sum per year \$ 249,950 (July 1, 2012 through June 30, 2015)
- Per barrel cost for purchase and distribution of 64 gallon container

**Section 2**

**WHITE GOODS COLLECTION and BULKIE ITEM COLLECTION**

- Transportation (via separate vehicle)
- Cost Per Item \$ 35.00 b. Alternate Pricing \_\_\_\_\_
- Bulkie item Pick-up. Cost \_\_\_\_\_ one monthly

**Section 3**

**YARD WASTE PROPOSAL**

- Yard Waste Collection/Transportation (per week) \$ for both \$8,950 (July 1, 2012-  
June 30, 2015)
- Christmas Tree Collection/Transportation (2 weeks) \$ \_\_\_\_\_ (July 1, 2012 - June 30, 2015)  
total of 3 collections yearly

**Section 4**

**DISPOSAL FEE PROPOSAL**

- Price per ton per year starting July 1st 2012 \$ 66.00  
July 1<sup>st</sup> 2013 \$ 66.00  
July 1<sup>st</sup> 2014 \$ 66.00

Section 5

RECYCLING PROPOSAL

- A. Single Stream Automated Residential Curbside Collection & Transport (Regular Single Stream w/64 gal. carts),
- Annual Lump Sum per Year/Weekly Collection \$ 249,950 (July 1, 2012 - June 30, 2015)
- Per barrel Cost for purchase and distribution of 64 gallon container \$ \_\_\_\_\_
- Alternate price for 94 gallon container for recycling \$ \_\_\_\_\_

Section 6

SINGLE STREAM PROCESSING PROPOSAL

- Revenue Sharing Formula and/or Alternative per ton \$ \_\_\_\_\_ Based on the  
~~MRF Processing Fee and/or Alternative per ton \$ \_\_\_\_\_~~  
high side of benchmark OBM/yellow Sheet/New England/mixed paper/  
Grade #2/high side formula is as follows: revenue to be shared  
after \$45.00 per ton processing fee is at 30% net revenue to Town  
of Abington and 70% net revenue to processing facility. All  
residuals, contaminants maintained in loads that crest above 5%  
that are not remedied within 30 days of notification will be  
invoiced at \$80.00 per ton charge for disposal and hauling  
out-throws from the facility.

*JSD*  
*MTM*

*Paul J. [Signature]*  
Bidder's Signature

*President*  
Bidder's Title with the Company

*4/20/12*  
Date of signature



March 22, 2012

Town of Abington  
500 Gliniewicz Way  
Abington, Ma 02351  
Attn: John D'Agostino Town Manager

Re: Revised Solid Waste and Recyclables Collection and Disposal Bid

Dear John,

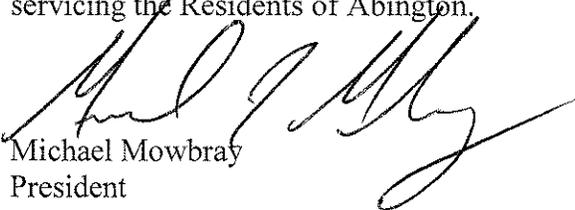
I want to thank you for selecting Waste Solutions as one of the two finalists for the awarding of the collection contract. Waste Solutions is excited about servicing the Town with this new Auto-mated Collection system. We are looking forward to working with the Town to implement this new state of the art collection program to reduce the solid waste disposal costs and increase the recycling participation.

Secondly, I would like to thank you for allowing WSI the opportunity to clarify our bid and submit reduced disposal and collection costs. Since the bids were submitted on March 1<sup>st</sup> WSI has received confirmation that the 2011 recycling vehicle currently servicing Abington Residents can be modified for Auto-mated collection. This will result in additional savings we can pass along to the Abington Residents. Our new pricing also clarifies the savings we discussed in our original bid by including School and Municipal buildings disposal costs.

Waste Solutions is pleased to offer the following reduced pricing:

Solid Waste Collection base yearly pricing.....	\$249,950.00
Recycling Collection base yearly pricing.....	\$249,950.00
 Solid Waste Disposal Cost per ton.....	 \$66.00

John, again thank you for this opportunity we look forward to our continued relationship servicing the Residents of Abington.



Michael Mowbray  
President



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 Solid Waste Disposal Cost per ton.....	 \$66.00

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A handwritten signature in black ink, appearing to read 'Michael Mowbray', written over a white background.  
Michael Mowbray  
President

Friday, March 23, 2012 9:01:20 AM Eastern Daylight Time

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**Subject:** RE: Abington IFB  
**Date:** Thursday, March 22, 2012 4:50:27 PM Eastern Daylight Time  
**From:** Michael Mowbray  
**To:** John D'Agostino, Michael Panciocco  
**CC:** Sharon White, Jack Pistorino, Leo Provost, Dori Jamieson, bobtheyoungbear@hotmail.com, Theresa Maze

Hi John,

It was a pleasure meeting you and Sharon today to discuss the Automated collection system and our revised bid. As you requested the cost for one yard waste collection in the spring and fall, as well as one Christmas tree collection would be \$8,950 per year.

If you have any further questions please don't hesitate to contact me.

Thank you,

Michael Mowbray

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**From:** John D'Agostino [mailto:JDAgostino@abingtonma.gov]  
**Sent:** Thursday, March 15, 2012 3:29 PM  
**To:** Michael Panciocco  
**Cc:** Sharon White; Jack Pistorino; Leo Provost; Dori Jamieson; bobtheyoungbear@hotmail.com; Theresa Maze; Michael Mowbray  
**Subject:** Re: Abington IFB

Mike:

I just spoke with Greater New Bedford today. If we knew a time frame for which pick up would be completed as originally bid with one truck, the facility maybe willing to adjust those hours to accommodate our needs. So, please provide an estimated time when the route will be completed?

I realize I am free to negotiate with the haulers. I would prefer to negotiated with the most responsive and responsible bidder. If I was to negotiate with you at this point, prior to a selection, and as a result, items changed, costs reduced or increased without establishing a paper trail, I believe it would be unfair to the other bidders.

We will sit down with your company and Troupe as the two bidders the town would like to discuss and clarify bid information and make a decision within the week.

John D'Agostino

On Mar 15, 2012, at 2:56 PM, "Michael Panciocco" <[MPanciocco@wastesolutions.ws](mailto:MPanciocco@wastesolutions.ws)> wrote:

Should you require Waste Solutions to transport the solid waste to the facility in New Bedford, the additional cost would be \$156,000.00 per year.

Mike Panciocco



DEVAL L. PATRICK  
Governor

TIMOTHY P. MURRAY  
Lt. Governor

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

**Prevailing Wage Rates**

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

JOANNE F. GOLDSTEIN  
Secretary

HEATHER E. ROWE  
Director

**Awarding Authority:** Town of Abington  
**Contract Number:** City/Town: ABINGTON  
**Description of Work:** Municipal Solid Waste Collection and Recycling Curbside Collection

**Job Location:** 500 Gliniewicz Way

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Trash/Recycle</b>						
Driver {ABINGTON}	07/01/2012	\$16.68	\$7.33	\$0.00	0.00	\$24.01
	07/01/2013	\$18.21	\$7.33	\$0.00	0.00	\$25.54
Laborer {ABINGTON}	07/01/2012	\$14.03	\$7.33	\$0.00	0.00	\$21.36
	07/01/2013	\$14.89	\$7.33	\$0.00	0.00	\$22.22
	07/01/2014	\$15.85	\$7.33	\$0.00	0.00	\$23.18
	07/01/2015	\$17.18	\$7.33	\$0.00	0.00	\$24.51

Additional Apprentice Information:

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

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

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

- \* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.  
 \*\* Multiple ratios are listed in the comment field.  
 \*\*\* APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.  
 \*\*\*\* APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel: