PUBLIC NOTICE
INVITATION TO BID

The Freetown Board of Selectmen is seeking sealed bids for Trash and Recycling Collection and Transportation Services for the Town. Invitation to Bid and contract documents, including specifications may be secured from the Board of Selectmen's Office, 3 No. Main Street, Assonet, MA 02702 at Noon on March 30, 2016 between the hours of 8:00 a.m. and 4:00 p.m Monday thru Thursday and Friday 8:00 a.m. and 12:00 p.m. or on the town's website, http://www.freetownma.gov. Bids for the Trash and Recycling Collection and Transportation Services for the Town shall be submitted to **Town of Freetown, 3 North Main Street, Assonet, MA 02702** Bids will be accepted until 12:00 PM on April 27, 2016. Following the deadline, bids will be publicly opened and read at the Town Hall, 3 North Main Street, Assonet, MA 02702. Bids will then be evaluated and summarized. The contract will be awarded to the responsive and responsible bidder offering the lowest price. The contract will be awarded at a future Board of Selectmen's meeting. The Town of Freetown reserves the right to reject any and/or all bids if considered to be in the best interest of the Town. Kevin Bernardo, Health Agent, Freetown Board of Selectmen Lee J. Baumgartner, Chairman, Paul G. Sadeck and Lisa A. Pacheco.

March 30, 2016

TOWN OF FREETOWN
INVITIATION FOR BIDS
FOR THE COLLECTION OF TRASH AND RECYCLING AT CURBSIDE FROM RESIDENTIAL PROPERTIES AND MUNICIPAL FACILITIES AND THE TRANSPORTATION OF SAME TO DISPOSAL AND RECYCLING FACILITIES, FROM JULY 1, 2016 THROUGH JUNE 30, 2019

PREFACE: INTRODUCTION AND RULE OF AWARD

The Town of Freetown, through its Board of Selectmen, is seeking bids from qualified contractors to provide for the collection and transportation of trash and recycling from residential properties and municipal facilities.

Selection of the contractor will be based upon bidder qualifications, including evidence of past performance in similar projects, and bid price. The contract will be awarded to the responsive and responsible bidder offering the lowest price.

The Town reserves the right to waive any informalities, to accept or reject, in whole or in part any or all bids, or take whatever other action may be deemed to be in the best interest of the Town.

The bidder agrees that its bid shall be good and may not be withdrawn for a period of 60 days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

Notwithstanding the foregoing, 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. Therefore, this Invitation for Bids shall not be subject to or governed by the requirements contained therein.

A. COLLECTION OF TRASH

In 2010, the Town of Freetown adopted a "Pay as You Throw" (PAYT) Trash Disposal Program. Official "Town Bags", with a "Freetown" logo, are purchased by residents and placed at curbside on collection day each week. Single-stream Recycling materials are collected bi-weekly on the same schedule. Recyclable materials are placed curbside in up to 40 gallon containers marked with a "Freetown Recycles" sticker on the side of the container. (See Monday through Friday Collection Routes, "ATTACHMENT A") It is important to note that the PAYT program is not used by all households, and the number of stops is difficult to estimate on each Route. Route estimates are attached, however, the successful bidder will be required to hold its prices each year of the three year contract, and no adjustment will be made for increases in the number of stops on routes or for new stops during the three years of the Contract. Collection may not begin until 7:00A.M.

B. TRANSPORTATION OF TRASH

Trash collected curbside will be transported to the SEMASS/COVANTA facility located on Route 28 in Rochester from July 1, 2016 through August 31, 2016. Thereafter, for the balance of the Contract period, trash collected will be transported to the Greater New Bedford Regional Refuse Management District (GNBRRMD), also known as Crapo Hill Landfill located at 300 Samuel Barnet Blvd, New Bedford, MA. The GNBRRMD will allow deliveries from Monday-Friday from 7:15AM to 3:15P.M and Saturday from 8:00A.M. -11:00A.M. Holiday weeks, Saturday deliveries will be extended to Noon.

C. BI-WEEKLY RECYCLABLES COLLECTION

Residential Recyclables will be placed at curbside in containers clearly marked with a "Freetown Recycles" sticker. Containers may be up to 40 gallons in size on the same routes as Weekly Trash Collection for pick up by the successful bidder, beginning at 7:00A.M.

D. BI-WEEKLY TRANSPORTATION OF RECYCLABLES

Recyclables collected curbside will be transported to the "We Care" Facility located at 30 Mozzone Blvd., Taunton, MA by the successful bidder.

E. COLLECTION OF TRASH AND RECYCLABLES AT MUNICIPAL FACILITIES

The Contractor will collect Trash and Recyclables from Municipal Facilities according to the list of locations and collection days attached as Attachment "B".

E. DISPOSAL COSTS

Responsibility for payment of Disposal Costs lies with the Town. However, weight slips must be provided to the Town. The Collection/Transportation Contractor must e-mail weight slips to the Health Agent on a weekly basis at the following e-mail address:

F. REFERENCES

All Bidders must provide a list of Cities and Towns they have served over the past five years with the name and contact information of the City or Town Employee that managed the contract. The Town reserves the right to contact such references to determine whether the bidder is a responsible bidder.

G. INSURANCE REQUIRMENTS

All bidders must provide the Town, as part of the bid, an Insurance Certificate that Certifies they will be able to secure the following coverages, if they are awarded the Contract:

Insurance Requirements

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

a. Commercial General Liability to be written on a "primary and non-contributory" basis favoring the Town in the following amount:

$2,000,000 Products/Completed Operations Aggregate Limit, which shall be maintained for up to 3 years after the termination or expiration of the contract.

$2,000,000 General Aggregate (Other Than Products/Completed Operations)

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

$1,000,000 Personal and Advertising Injury

b. Automobile Liability (Owned, Non-Owned and Hired Automobiles and Vehicles):
$1,000,000 each accident (Combined Single Limit)

c. Commercial Umbrella:
$5,000,000 Products and Completed Operations
$5,000,000 General Aggregate
$5,000,000 Any One Occurrence

d. Employer's Liability:
$5,000,000 Each Accident
$5,000,000 Each Employee Injury by Disease
$5,000,000 Aggregate for Injury by Disease

e. Worker's Compensation Insurance in the following amounts:
-as required by the General Laws of the Commonwealth of Massachusetts.

f. Pollution Liability and Contractor's Operations and Professional Services Environmental Insurance written on an "Occurrence" Policy Form on a primary, non-contributory basis favoring the Town in the following amounts:
$5,000,000 Each Occurrence
$5,000,000 Annual Aggregate

All Contractor's 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 and any failure of which by the Contractor will be deemed a material breach of this Agreement pursuant to which the Town may terminate this Agreement. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the town before operations are begun. Such certificate shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town for any injury to any of his officers or employees or for damage to its trucks or equipment arising out of work contemplated by this Agreement. The final certificate of insurance shall be delivered to the Town at least fifty (50) days Prior to July of each year that this Agreement is in force and effect. Failure to comply with the requirements of this Agreement shall be cause to terminate this Agreement by the Town.

A Certificate of Insurance confirming that the Company bidder <u>can</u> secure the required insurance must be submitted with the bid.

All insurance required by this Agreement shall be obtained from insurance companies that are duly licensed or authorized to conduct business in the Commonwealth of Massachusetts to issue insurance policies for the limits and coverage's so required. The Town and the Greater New Bedford Regional Refuse Management District shall be named as additional insured parties on all policies issued hereunder, except Worker's Compensation.

H. PREVAILING WAGE RATES APPLY

The State prevailing Wage Rates applicable to this Contract are attached hereto as Attachment "C".

The Successful Bidder shall be required to provide the Town with proof of payment of Prevailing wages.

I. CONTRACT

The Successful Bidder shall execute a contract with the Town, which shall be in the form attached hereto as Attachment D. At the Town's sole discretion, the Town may make minor non-material changes to the form of the contract. Please note that the submission of a proposal in response to this IFB shall be deemed an acceptance of all terms and conditions of the Contract and an agreement to execute same without revision or modification.

J. LIQUIDATED DAMAGES

Liquidated damages shall apply to this contract in the manner set forth in the Contract, Attachment D.

K. PERFORMANCE BOND

A performance bond in an amount equal to 100 percent of the total amount of the first year of the contract with a surety company licensed to do business in the Commonwealth of Massachusetts will be required for the faithful performance of the contract, and said bond shall be renewed each year of the contract to reflect 100 percent of the contract price for that year.

BID FORM

I. FREETOWN TRASH & RECYCLING COLLECTION & TRANSPORTATION FY2017, 2018 AND 2019 (July, 2016 through 30, 2019)

COMPANY NAME:
ADDRESS:
CONTACT INFORMATION:
OFFICE TELEPHONE:
CELL PHONE:
CONTACT PERSON AND TITLE:

The following pricing is for the Collection and Transportation of Trash and Recycling Materials for each year of the Three year Agreement as outlined in the "Invitation for Bids" dated March 30, 2016."

YEAR 1 (JULY 1, 2016-JUNE 30, 2017) $.

YEAR 2 (JULY 1, 2017-JUNE 30, 2018) $.

YEAR 3(JULY 3, 2018-JUNE 30, 2019) $.

Signature: _____

Title: _____

Date: _____

THIS FORM IS TO BE PLACED IN A *SEPARATE SEALED* ENVELOPE WITH THE NAME OF THE COMPANY AND THE LABLE "BID FORM"

BIDDERS SHALL INCLUDE A SECOND ENVELOPE WITH THE NAME OF THE COMPANY AND THE LABLE "QUALIFICATIONS" CONTAINING THE OTHER REQUIRED RESPONSES, WHICH INCLUDE:

1. Liability and Pollution coverage Insurance Certificate as Required.
2. All Certifications provided in the IFB.
3. References from other Cities and Towns.

If the Insurance Certification, Certification of non-collusion, tax compliance and that Prevailing Wages will be paid, and Certificate of Vote are not in Order, the Sealed Bid Envelope will not be opened and the Bid will be considered Non Responsive.

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, _____, hereby certify that I am the duly qualified
(Secretary of the Corporation)

and acting Secretary of _____ and I further certify that a meeting of the
(Name of Corporation)
Directors of said Company, duly called and held on _____, at which
(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

_____

_____

_____

_____

_____

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By:_____
(Secretary of Corporation)
A True Copy:

Attest:_____
(Notary Public)

My Commission Expires:_____
(Date)

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____ _____

Authorized Person's Signature Date

_____

Print Name & Title of Signatory

_____

Name of Contractor

PREVAILING WAGE REQUIREMENTS

The undersigned certifies under the penalties of perjury to pay prevailing wages in accordance with General Laws Chapter 149, Section 26 through 27D, and the applicable prevailing wage rates attached to the IFB as Attachment C.

_____ _____

Authorized Person's Signature Date

_____

Print Name & Title of Signatory

_____

Name of Contractor

NON-COLLUSION

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

_____ _____

Authorized Person's Signature Date

_____

Print Name & Title of Signatory

_____

Name of Contractor

Attachment A

Monday-Friday Collection Routes & Estimated Current Stops

MONDAY-approximately 400 Households

Alexandra Dive
Ashlawn Road
Assonet Blvd
Baker Street
Beach Street
Bell Rock Road
Berkley Avenue
Birch Road
Buena Vista Avenue
California Avenue
Capt. Harris Drive
Carley's Way
Causeway Road
Central Avenue
Chapin Drive
Cliff Drive
Copicut Road
Cove Lane
East Public Street
Elizabeth Drive
Elm Street (Water St to Elm St bridge)
Elm Tree Drive
Evans Street
Freemens Circle
Friend Street
Glen Street
Gramp Deane Road
Green Lane
Greenlawn Road
Gull Lane
High Street
Highland Ridge Road
Hollywood Avenue
Horton Lane
Ida Way
Jeffrey Lane
Lark Lane
Miranda Drive
Narrows Road
Nelson Lane
Nevada Avenue
North Hillside Avenue
North Main Street
Nottingham Way
Oaklawn Road
Orchard Street
Pleasant Street
Point Street
Sammy's Lane
School Street
Seth Chace Lane
Short Street
Simpson Lane
South Hillside Street
South Main Street
The Lane
Valley Street
Washington Street
Water Street
West Public Street
Woodlawn Road

TUESDAY-approximately 400 Households

Adams Avenue
Amanda Road
Beechwood Road
Bryant Street
Chester Avenue
Christy Lane
Colonial Drive
Courtlyn Way
Cudworth Avenue
Dakel Drive
Dana Lee Drive
Dean Street
Dorsey Road
Dunham Road
Elm Street (Elm bridge to Slab Bridge Road)
Elsie Drive
Eric Drive
Forge Road
Geneva Street
Howland Road (Forge Road to Jacob Mt Road)
Jessica lane
Jethol Drive
Jillian Drive
Kevin Drive
Ledgeview Road
Leonard Avenue
Locust Street
Malbone Road
Matawa Drive
Mill Street

Tuesday Continued

Mindy Lane
Quaker Brook Drive
Rebecca Road
Richmond Road
Rivers Edge Way
Rocky Hill Road
Rodney Drive
Ross Circle
Sassamon Drive
Shannon Lane
Simmons Street
Suzanne Drive
Suzanne Drive Ext
Walnut Street
Weetamoe Drive
W. Cudworth Ave
Wing Avenue
Wing Avenue Ext

Wednesday-approximately 400 Households

Alegi Avenue
Allison Avenue
Andre Avenue
Azel Road
Baker Lane Ext
Bayberry Lane
Brewster Drive
Burns Lane
C H Clark Drive
Chace Road
Charbonneau Avenue
Christopher Drive
Clark Lane
Cleveland Avenue
Cleveland Park Road
Copley Drive
County Road (Chace Road to Lakeville)
Cranberry Drive
Crossroads Drive
Debbie Lane
Denise Avenue
Doreen lane
East Howland Road
Edna Circle
Estelle Avenue
Gerard Avenue
Glad Street

Wednesday Continued

Gunner's Way
Gurney Road
High Plains Street
Hilltop Park Road
Howland Road (Jacob Mr Road to Lakeville)
Inacio Road
Jacob Mtn Road
Joaquin Avenue
John Phillip Drive
Ken Street
Kenneth Pettey Drive
Lingonberry Lane
Lond Pond Road
Louise Avenue
Lucie Avenue
Margaret Charles Drive
Marianno Avenue
Marie's Way
Mark's Lane
Martin Drive
Old Slab Bridge Road
Parker Drive
Parker Terrace
Paul Avenue
Pickens Avenue
Point of Pines Road
Pokonoket Pl
Red Berry Lane
Sandy Lane
Slab Bridge Road
Thomasset Way
Washburn Road
Welch Way

Thursday-approximately 400 Households

Algonquin Avenue
Betty Spring Road
Billy's Lane
Braley Road
Buddy's Crossing
Bullock Road
Cameron's Way
Carpenter Lane
Chipaway Lane
Chipaway Road
Cody Drive (Place on Braley)
Costa Drive

Thursday Continued

Cottle Lane
East Chipaway Road
Edward G Pina Lane
Ethan Circle (Place on Braley)
Flagg Swamp Road
Jackie Lane
John Phillip Way
Jordan Lane
Kelly Drive
King Phillip Way
Leslie Lane
Mill River Lane
Nick Drive (Place on Braley)
Otta Way
Pierce Way
Pierce Way East
Quanapoag Road
Rylee Circle (Place on Braley)
Saltus Way
Snuggles Way
Tommy's Lane
Wamsutta Way
Westgate Lane
Winslow Way

Friday-approximately 400 Households

Abraham Avenue
Aline Drive
Allen Street
Ann Records Lane
Ashley Avenue
Ashley Brook Lane
Beech Bluff Road
Billy's Island
Braley Hill Road
Clermont Way
County Road (Chace Road to New Bedford)
Cushman Avenue
Darling Way
Deer Ridge Road
Dr. Braley Road
Ed's Way
Elm Avenue
Garden Path
Gray Oaks Drive
Hawes Drive
Hayes Street

Friday Continued

Hemlock Point
Holly Circle
Holly Cir Ext
Homecoming Way
Homestead Way
Huron Avenue
Island Road
James Avenue
Jane White Court
Jedi Way
Katelyn Drive
Keene Road
Kendyl Lane
Koss Avenue
Lafayette park
Lakeview Lane
Lang Road
Mason Road
McCombe Way
Middleboro Road
Mohawk Avenue
Morey Avenue
Morton Road
Mountain Avenue
Nestle's Lane
Ole Blue Way
Olivia Lane
Palmer Court
Palmer Court Ext
Pawnee Avenue
Pine Circle
Pinewood Court
Priscilla Lane
Quitticas Avenue
Ricky's Lane
Rounsevell Drive
Spencer Way
Spring Hill Avenue
Tanglewood Drive
Veiga Drive
White Street
Winfield Street
Wordell Street

ATTACHMENT B MUNICIPAL FACILITIES

FACILITY	ADDRESS	SOLID WASTE SCHEDULE	RECYCLING SCHEDULE
Council on Aging	227 Chace Road E. Freetown	Wednesday	Biweekly
Central Fire Station	25 Bullock Road Freetown	Thursday	Biweekly
E. Freetown Fire Station	157 County Rd	Wednesday	Biweekly
Assonet Fire Station	3 Elm St Assonet	Monday	Biweekly
Town Hall	3 North Main St Assonet	Monday	Biweekly
Assonet Library	6 North Main St Assonet	Monday	Biweekly
Freetown Library	5 Washburn E. Freetown	Wednesday	Biweekly
Police Station	22 Chace E. Freetown	Wednesday	Biweekly
Highway Dept	201 Chace E. Freetown	Wednesday	Biweekly
Boat Ramp Long Pond	Middleboro Rd	Friday	Biweekly
Beach on Long Pond	County Rd	Wednesday	Biweekly

Attachment C

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

CHARLES D BAKER
Governor

KARYN E POLITO
Lt Governor

RONALD L. WALKER, II
Secretary

WILLIAM D MCKINNEY
Director

Awarding Authority: Town of Freetown

Contract Number:

City/Town: FREETOWN

Description of Work: Trash/Recycling Contract - NEW

Job Location: 3 No. Main St

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Issue Date: 01/19/2016 **Wage Request Number:** 20160115-012

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Trash/Recycle						
Driver	07/01/2016	$20.83	$8.24	$0.00	$0.00	$29.07
(FREETOWN)	07/01/2017	$21.25	$8.24	$0.00	$0.00	$29.49
Laborer	07/01/2016	$18.61	$8.24	$0.00	$0.00	$26.85
(FREETOWN)	07/01/2017	$18.98	$8.24	$0.00	$0.00	$27.22

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

** Multiple ratios are listed in the comment field.
*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

PAY-AS-YOU-THROW TRASH PROGRAM

WEEKLY TRASH DISPOSAL

The Town of Freetown adopted a Pay-As-You-Throw Trash Disposal program in 2010. ***Official Town Bags*** need to be purchased for weekly pick-up.

All curbside trash must be placed in a green, Freetown Pay-As-You-Throw, ***Official Town Bag***. Bags can be purchased through local merchants.

Sold in 5-bag sleeves: 15 gal = $6.25
33 gal = $12.50

Non-compliant trash bags will not be picked up and a violation sticker will be left behind.

WHERE CAN BAGS BE PURCHASED?

Assonet Area:
Circle K, 65 S. Main St.
Shaw's, 68 S. Main St., Fall River
Trucchi's, 543 County St., Taunton

East Freetown Area:
Quick Pic, 1 Chace Rd.
Circle K, 4 Chace Rd.
Prime Express, 1 Mason Rd.
Foster's Hardware, 175 County Rd.
Stop & Shop, 1001 King's Hwy., New Bedford
Trucchi's, 2941 Acushnet Ave., New Bedford

RECYCLING PROGRAM

BI-WEEKLY CURBSIDE RECYCLING

Freetown also provides bi-weekly curbside recycling for its residents. The town uses single stream recycling (all recyclable material mixed together) for its ease.

Please adhere to the following steps to ensure pick-up of your recycling:

1. Please affix a ***Freetown Recycles*** sticker* to any ***Recycling Barrel.*** A recycling barrel can be any barrel 40 gallons or smaller, as long as it has this sticker on it.
2. All recyclable material must be placed in a ***Recycling Barrel.***
3. All recyclable material **must** be clean. No food waste or trash can be mixed in with recyclables.

* Freetown Recycles stickers are available at the Town Hall in Assonet and at Foster's Hardware in East Freetown.

** Do not place recycling in a plastic bag or a trash bag.

Diabetic Needles must be taken to the Fire Department for proper disposal

All weekly trash and bi-weekly recycling must be put at curbside no later than 7:00am on your pick-up day.

WHAT CAN BE RECYCLED CURBSIDE:

Newspaper	Paper
Magazines	Flattened Cardboard
Catalogues	Brown Paper Bags
Telephone Books	Plastics #1 thru #7
Soft Cover Books	Glass Bottles / Jars
Aluminum Pie Plates	Junk Mail/Envelopes
Paperboard	Metal Cans (tin, steel, aluminum)
Cereal / Shoe Boxes	

WHAT CANNOT BE RECYCLED CURBSIDE:

Plastic Bags	Motor Oil
Styrofoam	5 Gallon Pails
Dishes	Paint Cans
Pyrex	Aerosol Cans
Windows	Cell Phones
Auto Glass	Appliances
Unmarked Plastics	Pots or Pans
Coat Hangers	Furniture
Light Bulbs	Batteries
Foam Packaging	Building Products
Ceramics	Antifreeze Containers

This brochure is printed with 30% post-consumer recycled paper.

Pick-Up Schedule

Monday	Assonet – Elm Street Bridge to Berkley & Fall River (including Assonet Bay Shores)
Tuesday	Assonet – Mill Street side of Elm Street Bridge to Berkley & Lakeville and Howland Road to Jacob Mountain Road
Wednesday	Assonet – Howland Road from Jacob Mountain Road (including Jacob Mountain Road) to Lakeville line, Slab Bridge Road
	East Freetown – Chace Road/County Road to Lakeville (including Heaven Heights)
Thursday	East Freetown – Bullock & Braley Roads to Dartmouth & New Bedford
Friday	East Freetown – County & Mason Roads to New Bedford & Acushnet, and Middleboro Road to Rochester (including Hemlock Point)

"THIS PROJECT IS FUNDED IN PART BY A GRANT FROM THE MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION"

COMMONLY FOUND PROHIBITED ITEMS IN SINGLE-STREAM RECYCLING:

1. Plastic Bags
2. Dirty Paper Towels
3. Food Waste
4. Styrofoam Packaging, Cups or Plates
5. Straws
6. Dryer Lint
7. Aluminum Foil

TIPS FOR RECYCLING

Use paper bags for shredded paper or newspaper in your recycling bin. Do not use plastic bags.

Donate useful items once you are finished with them, such as books, supplies or clothing instead of throwing them away.

Purchase products in bulk with less packaging.

Please put out weekly trash and bi-weekly recycling no later than 7:00am on your pick-up day.

For more information, please see the Town of Freetown's website, at www.freetownma.gov

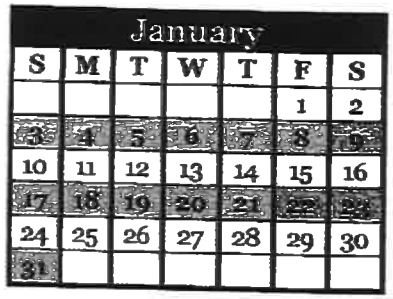
Town of Freetown

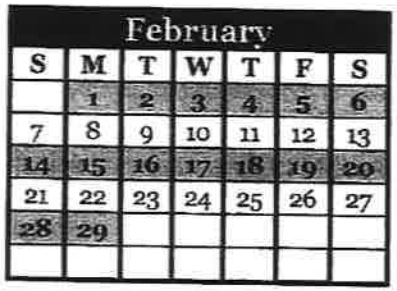
Pay-As-You-Throw Trash Disposal AND Curbside Recycling Programs

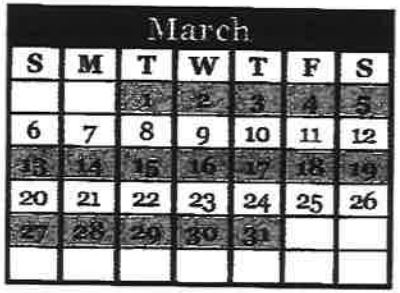
Please take special notice of problem items listed on back of brochure

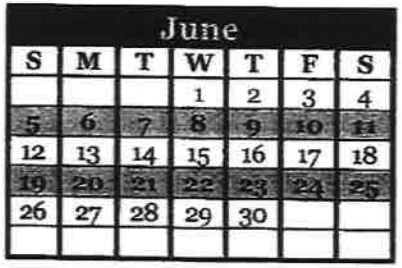
Freetown Town Hall
3 North Main Street
Assonet, MA 02702

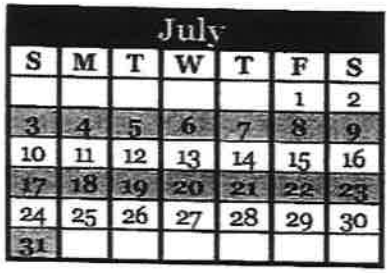
2016











Notes:
Curbside trash and Recycling will be picked up on the following day ONLY after these holidays:
Recyclable weeks in **BOLD**
January 1st New Year's Day
January 18th Martin Luther King Jr. Day
Feb. 15th Presidents Day
April 18th Patriots Day
May 30th Memorial Day
July 4 Independence Day
September 5 Labor Day
October 10 Columbus Day
November 11 Veterans Day
November 24 Thanksgiving
December 25th Christmas Day
Please note New Years and Veterans Day will be picked up on Sat.

Municipal Contract for the Town of Freetown

THIS MUNICIPAL CONTRACT FOR THE TOWN OF FREETOWN, MASSACHUSETTS (this "Contract") is made and entered into effective on _____, 2016 (the "Effective Date") by and between the Town of Freetown, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 3 North Main Street PO Box 438, Freetown, Massachusetts 02702, Massachusetts (the "Town"), and _____ having a place of business at _____, ("Contractor").

In consideration of the covenants and agreements contained in this Contract to be performed by the parties and of the payments agreed to be made, the parties mutually agree as follows:

1. The Contractor shall, at its own cost and expense, furnish all vehicles, materials, equipment and labor necessary, proper and convenient for the performance of its duties required by and/or reasonably inferable from this Contract for the collection of all residential non-hazardous waste materials and recyclable materials at the curbside within the Town of Freetown during term of this Contract, in compliance with all applicable federal, state and local laws, codes, bylaws and regulations and waste bans.

2. The Contract Documents shall include the following documents, and this Contract hereby expressly incorporates the same as fully as if set forth verbatim in this Contract:

    a. Exhibit A - General Specifications
    b. Exhibit B - Insurance Requirements
    c. Exhibit C – Rates for Services
    d. Exhibit D – Municipal Facilities (See Attachment B to IFB)
    e. Exhibit E – Prevailing Wages (See Attachment C to IFB)
    f. Exhibit F – Certificate of Secretary
    g. Exhibit G – Liquidated Damages
    h. Appendix A – Pay-As-You-Throw Program (See Attachment A to IFB)
    i. This Instrument
    j. Any addenda or changes to the foregoing documents agreed to by the parties hereto.

3. All provisions of the Contract Documents shall be strictly complied with and conformed to by Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

4. The initial term of this Contract shall be three (3) years from July 1, 2016 (the "Effective Date") until June 30, 2019.

5. At the sole option of the Town and subject to approval of Town Meeting, this Contract may be extended for one (1)–two (2) year period(s) upon written notice to the Contractor no later than July 1, 2018. The terms and conditions as applicable to the initial term shall apply to the extended terms except for the pricing which shall be as provided in the pricing Exhibit to this Contract, and, such other changes as may be mutually agreed upon by the Town and

Contractor. Absent either the timely written request from the Town, the Contract shall terminate on its scheduled expiration date.

IN WITNESS HEREOF, the Town and Contractor have entered into this Contract on the days and dates set forth after their various signatures.

Freetown Board of Selectmen

BY: _____

BY: _____

BY: _____

ON: _____, 2016

[CONTRACTOR]

BY: _____
Its_____

ON: _____, 2016

EXHIBIT A
GENERAL SPECIFICATIONS

1. **DEFINITIONS**

(a) Applicable Law – All applicable federal, state and local laws, rules, regulations and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety or the environment.

(b) Construction and Demolition Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations generated by a contractor.

(c) Container for Trash & Recycling – Residents will place trash and recycling in the bags or barrels set forth in Freetown's "Pay-As-You-Throw Trash Disposal and Curbside Recycling Program," which is attached hereto and incorporated herein as **Appendix A**. Trash will be placed in Official Town Bags and Recycling shall be in no more than 40 gallon barrels with a "Freetown Recycles" sticker on its side.

(d) Disposal Site – From July 1 through August 31, 2016, Town waste shall be disposed at the SEMASS facility located on Route 28 in Rochester, MA. Thereafter, to the Waste Material depository known as Crapo Hill Sanitary Landfill, located at 300 Samuel Barnet Boulevard, New Bedford, Massachusetts 02745, operated by the Greater New Bedford Regional Refuse Management District, or such other site as designated by the Town and permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.

(e) Excluded Waste – Hazardous Waste, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio-hazardous, dead animals, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste.

(f) Garbage – Food waste, vegetables, fruit, peelings, animal matter, items listed on Appendix A that cannot be recycled, etc. Garbage must be wrapped securely in Official Town bags before being placed curbside. No garbage may be exposed.

(g) Hazardous Waste - Any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio-hazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law, by-law, rule, regulation, code or ordinance or any judicial or administrative interpretation thereof including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.), the Public Health Service Act (42 U.S.C. §300(f) et seq.), the Pollution Prevention Act (42 U.S.C. §13101 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §136 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), the Federal Clean Water Act (33 U.S.C. §1251 et seq.), the Federal Clean Air Act (42 U.S.C. §7401 et seq.), the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Massachusetts General Laws c.21E; and the Massachusetts Hazardous Waste Management Act, Massachusetts General Laws c.21C.

(h) Institutional Solid Waste – Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.

(i) Producer – An operator or occupant of a Commercial or Industrial Unit or a Residential Unit who generates Garbage, Rubbish or Recyclable Materials.

(j) Recycling – The collection of and the delivery of Recyclable Materials pursuant to the Contract Documents.

(k) Recyclable Materials –The items classified as Recyclable Materials under this Contract are listed on Appendix A attached hereto and incorporated herein.

(l) Residential Unit – A building used for the habitation of up to and including three (3) families. Any properties that contain both businesses and residential use, the Board of Health may place reasonable restrictions as it fits. All condominium complexes established by the Town of Freetown to date will be considered single-family units. Inclusion of any additional complexes established after said date is subject to the approval of the Board of Health.

(m) Rubbish – Standard household waste, not including recyclable materials as defined within.

(n) Services. The collection and disposal and/or processing of Waste Materials and Recyclable Materials pursuant to this Contract.

(o) Solid Waste – useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, and slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste. Specifically excluded from the definition of Solid Waste are: (i) Excluded Waste; (ii) any Recyclable Material; (iii) household, basement, attic or garage cleanouts pursuant to which a Town resident or property owner must independently contract to rent, at his/her/its sole cost and expense a dumpster for the time necessary to complete the cleanout in compliance with all applicable federal, state and local laws, codes, bylaws and regulations; (iv) Construction and Demolition Debris; (v) CRT's; (vi) Leaf and Yard Waste; (vii) White Goods; (viii) "Waste Ban Materials" as defined by 310 CMR 19.012 and subsequent amendments during the Term of this Agreement; and (ix) automobile parts, including, without limitation, batteries, engines and auto-body parts.

(p) State – The Commonwealth of Massachusetts.

(q) Town – Town of Freetown, Massachusetts.

(r) Waste Material – All nonhazardous, Solid Waste (including Garbage and Rubbish) generated at Residential Units that is not excluded by this Contract. Waste Material shall not include any Excluded Waste.

2. **SCOPE OF WORK**

(a) General. The Services under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and transport Waste Material from Residential Units and certain Municipal Facilities (identified on Exhibit D) to the Disposal Site. The Services shall specifically include the following:

(b) Residential Solid Waste Collection. Contractor will collect Residential Units' Solid Waste placed curbside. Contractor is not to pick up any material not in Official Town bags. The Town is responsible for all disposal fees associated with the Solid Waste collected from such Residential Units.

(c) Residential Recyclable Material Collection.

(i) Contractor will collect Residential Units' Recyclable Materials placed at curbside in up to 40-gallon barrels with "Freetown Recycling" sticker on it bi-weekly. Contractor will transport recyclable materials to the We Care facility in Taunton, MA, or such other facility as may be designated by the Town. The Town will pay any processing or disposal fees associated with the Recyclable Materials collected from such Residential Units.

(d) Municipal Waste Material. Contractor will collect Solid Waste and Recyclable Materials from the Town's Municipal Facilities listed on the attached Exhibit D. Contractor shall collect such Solid Waste and Recyclable Materials as frequently as specified on Exhibit D. The Town is responsible for all disposal fees associated with the Solid Waste and Recyclables collected from such Municipal Facilities.

3. **COLLECTION OPERATIONS – GENERAL PROVISIONS**

(a) Location of Containers. Each receptacle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled Town roadways. Containers shall be placed within five (5) feet to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor shall make all reasonable efforts to undertake collection but may decline to collect any Container not so placed.

(b) Hours of Operation. Collection of Waste Material shall not start before 7:00 A.M. or continue after 4:00 P.M. Monday through Friday, and between 8 A.M. and 4 P.M. on Saturday. Exceptions to collection hours shall be effected only upon the mutual agreement of the Town and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

(c) Routes of Collection. Residential Unit collection routes are set forth in Appendix A.

(d) Holidays. Town holidays observed are set forth in Appendix A hereto. Contractor shall observe all of the holidays provided therein by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least once per week. When a collection day falls one of the Holidays listed in Appendix A, the collection will take place on the following day, and subsequently each route will take place one day later than its usual day for collection.

(e) Complaints. All complaints shall be made directly to Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material or Recyclable Materials not collected within 24 hours after the complaint is received.

(f) Collection Equipment. Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for performing the Services. All vehicles and other equipment shall be kept in good repair and appearance at all times.

(g) Office. Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the Town. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M on regular collection days.

(h) Hauling. All Waste Material and Recyclable Material hauled by Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are minimized.

(i) Disposal. All Waste Material, other than Recyclable Materials, collected within the Town under this Contract shall be deposited at the Disposal Site unless otherwise instructed by the Town.

(j) Delivery. All Recyclable Materials collected for delivery and sale by Contractor shall be hauled to a processor selected by the Town pursuant to the Contract Documents.

(k) Notification. The Town shall notify all Producers at Residential Units about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material and Recyclable Material collections. Contractor shall provide to the Town a list of daily violations by Producers.

(l) Point of Contact. All dealing, contacts, etc., between Contractor and the Town shall be directed by Contractor to the Town's point of contact specified in the applicable Exhibit, and, by the Town to Contractor's General Manager or Operations Manager.

(m) Litter or Spillage. Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by Contractor, Contractor shall be required to clean up the litter caused by the spillage.

4. BASIS OF PRICES AND METHOD OF PAYMENT

(a) Trash and Recycling Collection and Transportation Price. The prices to be paid by the Town for the Services shall be as shown on Exhibit C, as adjusted in accordance with Section 4(b), if applicable. Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all collection and transportation costs, exclusive of any taxes to which the Town is not subject.

(b) Modification to Rates. The parties agree that the rates specified in this Section 4 may be adjusted as follows:

(i) Fuel Adjustment Clause.

No Adjustments due to changes in cost of diesel fuel shall apply in Year 1 and Year 2 of the Contract term. In Year 1 and Year 2 of the Contract term, the cost of diesel fuel shall be fixed to a maximum of $2.50 per gallon to be fixed at the time of Contract execution.

Adjustments due to changes in cost of diesel fuel accruing from the third anniversary date of the Contract commencement date, will be calculated as follows.

The adjustment is to be based on the increase or decrease of diesel fuel cost, as measured by the U.S. Department of Energy, Energy Information Administration, (website http://www.eia.gov/petroleum/gasdiesel/) for the New England region, Port of Boston, as compared to the established baseline cost of $2.50 per gallon (including taxes) of diesel fuel. Adjustments will be calculated by subtracting the DOE average price from the established baseline cost, provided further that no such adjustment shall be made either up or down if the average price per the DOE falls between $2.10 per gallon and $2.90 per gallon in any calculation period.

(c) Contractor Billings to Town. Contractor shall bill the Town for the Services rendered to Residential Units within ten (10) days following the end of the month and the Town shall pay Contractor within thirty (30) days of receipt of such invoice. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. Audit. The Town may request and be provided with an opportunity to audit all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the Town under this Contract. Such audits shall be paid for by the Town and shall be conducted under mutually acceptable terms at Contractor's premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the Town within ninety (90) days of any such audit request from the Town.

5. **COMPLIANCE WITH LAWS**. Contractor shall conduct operations under this Contract in compliance with all Applicable Laws; provided, however, that the Contract shall govern the obligations of Contractor where there exist conflicting ordinances of the Town on the subject.

6. **NON-DISCRIMINATION**. Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

7. **INDEMNITY AND EXCLUDED WASTE PROCEDURES**

(a) Indemnity by Contractor. Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents. Contractor agrees to indemnify, defend and hold harmless the Town, its elected officials, officers, directors, employees, agents, successors and assigns from and against any and all claims, counterclaims, suits, demands, actions, causes of action, damages, setoffs, liens, attachments, judgments, debts, expenses or other liabilities of whatsoever kind or nature (collectively, "Losses"), to the extent alleged and resulting from (i) the negligence or willful misconduct of Contractor or its subcontractors, subsidiaries and affiliates, and their employees, agents, servants and subcontractors, in the performance of the Services, or (ii) the breach of this Contract by Contractor. The Contractor shall not be responsible for claims arising solely from the negligence or acts of willful misconduct of the Town.

(b) Excluded Waste. If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Container of waste. In such situations, Contractor shall contact the Town and the Town shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The Town shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the Town's providing all such reasonable assistance to Contractor, Contractor shall release Town from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the Town.

8. **LICENSES AND TAXES**. Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the Town and by the State.

9. **FORCE MAJEURE**. Except for Town's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control and through no fault of that party, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Contractor has no control, shall be included as part of Contractor's service under this Contract. In the event of such a flood, hurricane or other Act of God, Contractor and the Town shall negotiate the payment to be made to Contractor and such variances in routes and schedules, as deemed necessary by agreement of the parties.

10. **PREVAILING WAGES**. Contractor shall pay wages in accordance with the attached Prevailing Wage Rates currently in effect and attached hereto as Exhibit F as determined by the Massachusetts Executive Office of Labor and Workforce Development, Division of Occupational Safety, as will be adjusted from time to time. The Contractor also hereby warrants and represents that it is fully aware of and is in strict compliance with the provisions of G.L. c. 149, §§ 27F and Contractor shall continue such compliance throughout the term hereof. The Contractor shall be responsible to ensure that it pays all wages at Prevailing Wage Rates applicable to its performance of the work under this Contract.

The Contractor shall provide the Town, no later than the last day of each month unless such day is a Holiday, Saturday or Sunday and in such case, on the immediately preceding day when the Town conducts its normal business, with certified weekly payroll information for all of Contractor's employees working in the Town including, without limitation, drivers, laborers, day laborers and temporary laborers.

11. **ASSIGNMENT OF CONTRACT**. Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld.

Notwithstanding the foregoing, Contractor may assign this Contract without the Town's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor.

12. **TITLE**. Title to all Waste Materials shall pass to Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall at no time pass to Contractor. The Town shall not be considered the generator of any such waste for any purpose. It shall be Contractor's responsibility to provide quality control for processing of all such materials collected at curbside, including, without limitation, making the determination as to whether any materials collected by Contractor contain Excluded Waste, Hazardous Waste, or Hazardous Materials as described within this Agreement.

13. **INDEPENDENT CONTRACTOR/EMPLOYEES**.

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

b. All employees of the Contractor working in the Town must have a minimum of ten (10) hours of relevant training prescribed by OSHA and the regulations promulgated by it. The Contractor shall provide upon Town's request, all records relative to such OSHA and other safety training provided for Contractor's employees working within the Town.

c. Contractor must subject all of its employees performing any aspect of the work or reasonably anticipated to perform any aspect of the work to a CORI/SORI check and shall certify same to the Town Administrator. Contractor's certification shall include a roster of the Contractor's employees working within the Town in performance of the work. And shall be made annually on January 1 or more frequently as necessitated by Contractor's addition of more employees performing or reasonably anticipated to perform the work. The Contractor shall employ competent and courteous employees and shall, when ordered to do so by the Town, immediately discharge or transfer to duties outside the Town any incompetent or discourteous employee or any employee who is found by the Town to act in violation of any provisions and requirements of this Contract or who acts in violation of any law. The Contractor shall not again employ, in performance of the work within the Town, any employee dismissed or transferred under the foregoing provisions without the prior written consent of the Town Administrator exercisable in his/her sole discretion.

d. The Contractor agrees to use best efforts to train new employees for a period of at least two (2) weeks prior to their assuming full responsibility in performance of the work.

14. **TERMINATION OF CONTRACT**

(a) Default by Contractor. In the event of a failure by Contractor to perform any material provision of this Contract, the Town shall give written notice of such breach to Contractor along with at least thirty (30) days to correct such breach. Town may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and Town so notifies Contractor in writing of such termination action. At such time, Town shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, Town, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, and procure

the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the Town to Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

(b) Default by the Town. In the event of a failure by Town to perform any material provision of this Contract, Contractor shall give written notice of such breach to the Town along with at least thirty (30) days to correct such breach. Contractor may terminate this Contract after such cure period if Town has not adequately corrected such breach in accordance with this Contract and Contractor so notifies Town in writing of such termination action. At such time, Town shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the Town to Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

(c) Termination for Convenience. The Town may terminate this Contract at any time for convenience by providing the Contractor written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the Contractor shall cease to incur additional expenses in connection with this Agreement. 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. **NEWLY DEVELOPED AREAS**. Contractor will, within thirty (30) days of notification to the Town provide Services of the same frequency and quality required by the Contract to newly developed areas within the Town's current territorial limits. The Price for the services provided herein will not be affected by the Town's inclusion of any new areas.

16. **MISCELLANEOUS TERMS**.

(a) Damage to Pavement. Contractor shall not be responsible for any damages to Town's property or equipment located adjacent to the Containers, nor to Town's pavement, curbing or other driving surfaces resulting from Contractor's providing the services under this Contract, except to the extent such damage is caused by the negligence or acts of willful misconduct of the Contractor.

(b) Subcontractors. Contractor may provide any of the Services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract, upon the written approval of such affiliates or subcontractors the Board of Health. Contractor shall require that any affiliates or subcontractors be responsible for compliance with the terms and conditions of this Agreement including, but not limited to, any indemnification and insurance requirements.

(c) Confidentiality. Contractor shall have no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected pursuant to this Contract.

(d) No Transfer of IP Rights No intellectual property ("IP") rights in any of Contractor's IP are granted to Town under this Contract.

(e) Binding Effect. This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.

(f) Severability. If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.

(g) No Waiver. The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.

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

(i) Entire Agreement. This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.

(j) Complying with Directions – The Contractor shall comply with any and all directions that may from time to time by 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.

(k) Collection Vehicles - Collection trucks shall, at all times, be equipped with working cell phones that can be in direct contact with the Board of Health. 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.

(l) 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 Contractor's dispatcher, who then notifies the Board of Health with location and reason for non-collection on the same day of issuance of the non-collection notice.

(m) 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. Each truck shall carry at all times a broom, shovel, and hazardous materials spill kit.

(n) Care of Citizens' and Municipal Property – If, in the Town's judgment, a recycling container is damaged or destroyed by the Contractor's personnel, the Contractor shall, as its own expense, promptly replace the damaged or destroyed recycling container with another approved recycling container.

EXHIBIT B
INSURANCE REQUIREMENTS

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

a. Commercial General Liability to be written on a "primary and non-contributory basis" favoring the Town in the following amounts:

$2,000,000 Products/Completed Operations Aggregate Limit, which shall be maintained for up to 3 years after the termination or expiration of the contract.

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

b. Automobile Liability (Owned, Non-Owned and Hired Automobiles and Vehicles):
$1,000,000 each accident (Combined Single Limit)

c. Commercial Umbrella:
$5,000,000 Products and Completed Operations
$5,000,000 General Aggregate
$5,000,000 Any One Occurrence

d. Employer's Liability:
$500,000 Each Accident
$500,000 Each Employee Injury by Disease
$500,000 Aggregate for Injury by Disease

e. Worker's Compensation Insurance in the following amounts:
-as required by the General Laws of the Commonwealth of Massachusetts.

f. Pollution Liability and Contractor's Operations and Professional Services Environmental Insurance written on an "Occurrence" Policy Form on a primary, non-contributory basis favoring the Town in the following amounts:
$5,000,000 Each Occurrence
$5,000,000 Annual Aggregate

All Contractor's 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 and any failure of which by the Contractor will be deemed a material breach of this Agreement pursuant to which the Town may terminate this Agreement. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Town before operations are begun. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town for any injury to any of his officers or employees or for damage to its trucks or equipment arising out of work contemplated by this Agreement. The certificate of insurance shall be delivered to the Town at least fifty (50) days

prior to July 1 of each year that this Agreement is in force and effect. Failure to comply with the requirements of this Agreement shall be cause to terminate this Agreement by the Town.

All insurance required by this Agreement shall be obtained from insurance companies that are duly licensed or authorized to conduct business in the Commonwealth of Massachusetts to issue insurance policies for the limits and coverage's so required. The Town and the Greater New Bedford Regional Refuse Management District shall be named as additional insured parties on all policies issued hereunder, except Worker's Compensation.

EXHIBIT C
CONTRACTOR'S PROPOSAL/PRICING

EXHIBIT D

MUNICIPAL FACILITIES

SAME AS ATTACHMENT C TO THE IFB

EXHIBIT E

PREVAILING WAGES

EXHIBIT F

CERTIFICATE OF SECRETARY

EXHIBIT G

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 this section of the Request for Quotes, 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 individual 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 from any payment owed to the Contractor as a credit or set-off from the monthly invoice. 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 operate 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.

1. Failure to immediately pick up materials spilled during collection.

   $50/occurrence

2. Failure to promptly pick up waste spilled during transport if the municipality receives a complaint of such spill.

   $50/occurrence

3. Placement of barrels, recycling bins, or lids such that they obstruct roads, driveways, or mailboxes.

   $25/occurrence

4. 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/occurrence

5. Failure to collect appropriate materials properly set out from two (2) or more participants on the same day of the regular Collection Route, or by 9:00 a.m. of the following day if so authorized by the Town.

   $100/address

6. 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/occurrence

7. Continued violation of traffic laws, ordinance or regulation during collection and haul, after written notice to correct from the municipality.

   $100/occurrence

8. Beginning any single collection route prior to 7:00 a.m. or finishing after 4:00 p.m. without the prior consent of the Town.

   $25/day

9. Use of unmarked or uninspected collection vehicles.

   $100/occurrence

10. Failure to clean vehicle or conveyances as provided for in this Contract.

    $100/occurrence

11. Collecting solid waste or recyclable materials from addresses that do not subscribe to the program.

    $100/occurrence

15. Disposing of as trash, those recyclable materials appropriately set out for recycling.

    $100/occurrence

16. Failure to report truck breakdown or accident within 30 minutes.

    $25/occurrence

17. Failure or neglect to furnish a schedule or revised schedule of collection and disposal.

    $100/occurrence

18. Commingling materials collected under this Contract with materials not collected under this contract, even if the town will not be billed.

    $100/occurrence

19. Failure to submit weigh slips with monthly invoice within ten days of request...

    $50/missing weight slip

20. Intentionally submitting weight slips for materials not collected through this Contract.

    $100/occurrence

21. Failure to correct billing error within one week after notification.

    $100/occurrence

22. Failure to provide prevailing wage rate information if required by law...

    $100/occurrence

24. Failure to maintain customer service 24 hour hotline for residents unless due to Force Majeure.

    $25/occurrence

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