

TOWN OF SHARON, MASSACHUSETTS



Request for Proposals

DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSALS FROM SOLID WASTE AND RECYCLING COLLECTION, TRANSPORTATION, AND PROCESSING COMPANIES

March 16, 2023

Information for Proposers

General

The Town of Sharon, Massachusetts, hereafter referred to as the “Town”, will accept proposals from qualified firms for providing the following town-wide services: curbside solid waste collection and transportation to a designated disposal facility; curbside recyclable materials collection and transportation to Contractor chosen processing facility; curbside collection and transportation of yard waste; curbside collection, transportation and disposal of white goods, bulky items, computers, TVs, and electronics; and collection and transportation for disposal or processing of solid waste and recyclable materials from municipal buildings, schools and other designated public areas. A single Contractor will be chosen for solid waste, recyclable materials, yard waste and all types of bulky item collection. A single Contractor, who may or may not be the same Contractor, will be chosen for collection from municipal and school buildings and other designated public areas. The Town reserves the right to separately contract if it in the best interests of the Town.

The deadline for the submittal proposals at Sharon Town Offices, Attn: Frederic E. Turkington, Jr., Town Administrator, 90 South Main Street, Sharon, MA 02067, is **3:00 p.m. on Thursday, April 20, 2023.** Contractors are requested to submit one (1) original unbound proposal, three (3) copies, and one (1) electronic copy on thumb drive. In the unlikely event of Town offices closing at the time of the RFP submission deadline, the opening will be postponed to the next business day at 11:30 a.m.

Per Massachusetts General Laws, Chapter 30B, §1(b)(30), a contract for the collection, transportation, receipt, processing, or disposal of solid waste, recyclable or compostable materials, is exempt from the public bid laws of the Commonwealth of Massachusetts. As such, the Town, at its own discretion, will select the firm that it believes offers the best all-round package for solid waste and recycling services it seeks to obtain. Because this service is exempt from the bidding laws, the Town is free to negotiate with whatever firms it chooses and in whatever manner it believes is best suited to the Town's needs. All firms responding to this Request for Proposals must clearly understand that this is not a formal bid process pursuant to the legalities of M.G.L. Chapter 30B. The Town of Sharon is utilizing this format in order for all interested firms to provide a proposal that allows for a more direct comparison between all qualified proposals.

The services specified shall be provided for a five-year period beginning July 1, 2023 and ending on June 30, 2028. Each proposal shall be submitted in accordance with the Information for Proposers and the Contract Documents.

Question of RFP

There will be a mandatory meeting for all prospective responders at **3:00 p.m. on Wednesday, April 5, 2023** at Sharon Town Offices, 90 South Main Street, Sharon, MA (second floor Select Board Meeting Room).

Responses later submitted and received from firms which failed to send an authorized representative to this meeting will not be considered.

Any and all questions by prospective contractors concerning interpretation of the Request for Proposals, Forms, Specifications, Proposed Contract, Insurance or Bonds, must be submitted in writing (either by US Mail or electronic mail) **no later than 4:00 p.m. on Tuesday, April 11, 2023** to:

Frederic E. Turkington, Jr., Town Administrator
90 South Main Street, Sharon, MA 02067
Email address: fturkington@townofsharon.org

No oral requests for response will be honored. Any clarifications or changes to the RFP and responses to submitted written questions will be issued as an addenda and shall be distributed to all responding firms which attended the mandatory pre-proposal meeting **by 11:30 a.m. on Friday, April 14, 2023.**

Selection Process

All proposals will be publicly opened at the time of submission and a spreadsheet will be subsequently prepared reflecting the prices submitted. Consideration and acceptance of all proposals shall be based on the ability of the Contractor to meet the specifications set forth in the terms, conditions, and specifications of this RFP and contract documents. The Town, in considering each Proposal, shall, prior to any determination and a subsequent award, investigate and evaluate the Contractor using the following criteria:

1. Completeness of the Proposal (providing all required information and content)
2. Quality of the services proposed / Plan of Services
3. Operational experience in contracts of similar size and scope
4. Professional qualifications of the Contractor and personnel
5. References from municipalities
6. Equipment proposed for use to provide contracted services
7. Price

The Town shall have the right to reject any and all proposals, or parts thereof, or items therein, and to waive any defect or irregularities as to form, therein. Nothing in this RFP shall require that the Town take the lowest price proposal. Instead, the Town reserves the right to base its decision on the entirety of the information provided and its sole judgment as to the best service provided.

No proposals shall be withdrawn within sixty (60) days after the opening thereof. The Town shall have the time as indicated in which to investigate and evaluate the proposals. The proposals will be ranked according to the criteria specified above. The Town will then enter into negotiations with the highest ranked Proposer(s). If these negotiations fail, then the Town will negotiate with the next ranked Proposer(s) and so

forth, downward, as necessary. No Contractor shall have the right to withdraw, change or alter his Proposal within this time, except through negotiations with the Town.

Scope of Services - Solid Waste & Recycling / Yard Waste / Bulky Waste Collection, Disposal, Transportation and Processing

For the purposes of these contract specifications, the terms Responder, Vendor and Contractor shall be synonymous.

Curbside Household Trash Service – Collection and Transportation

The Contractor will be responsible for serving all existing and yet-to-be-built housing units through the end of the Contract. Responses should be based on the current number of subscribers – 5,465 households – and pricing is requested on a per household basis. No additional price allowances will be made to serve changes in the number of households served other than the “per household” fee.

The collection of trash will be on a weekly basis following the five day, Monday through Friday schedule currently in place (note that trash routing and scheduling follow the same system as that for recyclables). The schedule can be found on the Town’s website at <https://www.townofsharon.net/operations-highway-division/household-trash-collection-recycling-and-composting-information> and is attached to this document (Appendix A).

Collections shall begin no earlier than 7:00 a.m. and conclude no later than 5:00 p.m. unless the Contractor has sought and received the approval of the Town Administrator or his designee. Collection schedules will shift by one day forward to accommodate the following holidays when falling on a weekday (so trash collection will include Saturday collections during such weeks): New Year’s Day, Memorial Day, Independence Day, Labor Day, Rosh Hashanah, Yom Kippur, Thanksgiving Day, and Christmas Day.

Residents are responsible for placing trash at an accessible location at the curb and separate from recyclable materials for easy access by the Vendor. The Vendor is responsible for replacing empty solid waste containers on the curb and not in the roadway. The Town is seeking price proposals for various options for collection of solid waste.

1. Weekly automated collection of 35-, 65- or 96-gallon carts to be provided by the Town to each household based on household selection estimated to be 56% choosing 35g carts, 26% choosing 65g carts and 18% choosing 96g carts (**Automated Variable Cart Trash Disposal Program**)

The Contractor will be required to transport and dispose all solid waste collected, pursuant to the Municipal Solid Waste Disposal agreement with SEMASS Partnership, LLP, to the energy-from-waste facility located at 141 Cranberry Highway (Route 28), West Wareham, MA 02576.

Conditions

The Vendor is responsible for assuring that materials defined by the Town as “unacceptable” are not collected in the trash stream. Any material which is “not acceptable” is included in the Commonwealth’s disposal ban (e.g. yard waste, construction and demolition debris) now and in the future, or included in the Town’s curbside recycling or related programs, shall be rejected from being collected as trash at the curb.

The Vendor shall be required to provide and issue warning (non-compliance) stickers at the curb when collection personnel spot and leave unacceptable materials. Said stickers shall indicate the problem(s) with the rejected material so that the respective household can be educated about the issue with the material in

question. The vendor shall also be required to provide a means of notifying the DPW of materials not collected daily.

Emptied trash containers and lids shall not be bent, thrown or otherwise abused and shall not be placed in driveways, in front of mailboxes, in the street, gutter or on sidewalks or in any other way that interferes with traffic, mail delivery service or public safety. In addition, the Vendor agrees to operate collection vehicles in such a manner as to prevent materials from being spilled or blown from the vehicle. If material spills or blows from the vehicle, the Vendor shall clean up and place in the collection vehicle all material before the vehicle proceeds to the next stop on the collection route or shall promptly make all other necessary arrangements for the immediate cleanup of the spilled materials.

In order to ensure uninterrupted collection service, the Contractor shall maintain sufficient back-up collection vehicles to replace and/or repair any vehicles that are out of service. The Contractor shall maintain collection vehicles in a clean condition and have the Contractor's business name clearly visible on said vehicles. A telephone number (#) shall also be displayed prominently on all collection vehicles. Said telephone number shall be operated by the Vendor to receive and record any complaints or compliments regarding the manner of service rendered during the course of the Contract. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition satisfactory for public safety and to maintain a positive public image as reasonably determined by the Town.

The Contractor shall submit with each invoice a monthly report of all trash collected and disposed of within fifteen (15) calendar days following the end of the previous month. Reports shall include a daily listing of the trash tonnage tipped by each truck at the facility and the time and date of said tip.

The Contractor shall have in Town, or in the nearby vicinity, a supervisor, or similar contact, who can respond to needs as they arise and to report and resolve problems or issues in a timely fashion. The Contractor shall establish and maintain a toll-free number available to residents and Town officials both to provide information on solid waste services to residents and to receive and record any complaints or compliments regarding the manner of service rendered during the course of the contract. It shall be the responsibility of the Contractor to telephone the Town before the end of each service day to collect and resolve any complaints or details of missed collections which may have been recorded and to resolve and report on the resolution of any prior complaints.

The Vendor shall not under any circumstances provide for an additional collection without notification to the Town and may be required to further provide for the source of disposal as evidenced by weight slips and a delivery tonnage report. Such a collection without knowledge of the Town shall be deemed as a violation of the contract and may result in the termination of said contract. No such materials collected beyond the once per week frequency shall be included in or made part of this contract, nor shall it be disposed of as part of the Town's municipal tonnage. It shall be the option of the Town to implement any or all the provisions of this contract.

Provision of Trash Containers and Disposal Services to Municipal / School Buildings

The Vendor will be responsible for furnishing dumpsters to municipal and school locations (or such additional or alternative locations as may be specified during the course of the contract term) and for disposing of trash collected in said dumpsters based on the collection frequency listed in the table attached as Appendix C. Where any of the locations are serviced by dumpsters, the Town reserves the right to designate any or all of them to be equipped and maintained with locks or locking mechanisms by the Vendor in order to prohibit unauthorized or illegal dumping in said dumpsters.

On special occasions or events, the Vendor shall provide support in the form of placing dumpster(s) at location(s) provided at the discretion of the Town Administrator or his designee and for the transporting of

trash collected from said dumpsters to the disposal site at the same rate as that paid for scheduled collection for the same size dumpster and collection frequency.

Curbside Collection of Recyclable Materials

The Contractor will be responsible for serving all existing and yet-to-be-built housing units through the end of the Contract. Responses should be based on the current number of subscribers – 5,465 households – and pricing is requested on a per household basis. No additional price allowances will be made to serve changes in the number of households served other than the “per household” fee.

The Town is seeking three (3) price proposals for the collection of recyclable materials using the Town provided 96-gallon containers currently in use. The first price proposal assumes collection on an every other week basis following the five day, Monday through Friday schedule currently in place (note that trash routing and scheduling follow the same system as that for recyclables). The schedule can be found on the Town’s website at <https://www.townofsharon.net/operations-highway-division/household-trash-collection-recycling-and-composting-information> and is also attached as Appendix A to this document. In addition, we seek a supplemental price proposal for the collection of a second 96-gallon container at the same household provided less than 1,000 households participate in such option.

The third price proposal is for weekly collection of recyclable materials following the same five day, Monday through Friday schedule for collection of trash.

Collections shall begin no earlier than 7:00 a.m. and conclude no later than 5:00 p.m. unless the Contractor has sought and received the approval of the Town Administrator or his designee. Collection schedules will shift by one day forward to accommodate the following holidays when falling on a weekday (so trash collection will include Saturday collections during such weeks): New Year’s Day, Memorial Day, Independence Day, Labor Day, Rosh Hashanah, Yom Kippur, Thanksgiving Day, and Christmas Day.

Residents are responsible for placing recyclable materials placed in the single sort 96-gallon container and placing it at the curb and separate from trash for easy identification and access by the Contractor. Upon placement at the curb, recyclable materials become the property of the Contractor. The Contractor is responsible for replacing empty recycling containers on the curb and not in the roadway.

Conditions

The Town is responsible for the provision of recycling containers to households. The Contractor will be responsible for minor maintenance (e.g. lids, wheels and axles) with Town provided supplies.

The Contractor is responsible for assuring that materials defined by the Town as “unacceptable” are not collected in the recyclables stream. The Contractor shall be required to provide and issue warning (non-compliance) stickers at the curb when collection personnel spot unacceptable materials. Said stickers shall indicate the problem(s) with the rejected material so that the respective household can be educated about the issue with the material in question. Rejected material shall be placed onto the private property of household. The Contractor shall also be required to provide a means of notifying the DPW of materials not collected daily.

The Contractor shall carefully handle all recycling containers. Emptied recycling containers shall not be bent, thrown or otherwise abused and shall not be placed in driveways, in front of mailboxes, in the street, gutter or on sidewalks or in any other way that interferes with traffic, mail delivery service or public safety. In addition, the Contractor agrees to operate collection vehicles in such a manner as to prevent materials from being spilled or blown from the vehicle. If material spills or blows from the vehicle, the Contractor shall clean up and place in the collection vehicle all material before the vehicle proceeds to the next stop on

the collection route or shall promptly make all other necessary arrangements for the immediate cleanup of the spilled materials.

In order to ensure uninterrupted collection service, the Contractor shall maintain sufficient back-up collection vehicles to replace and/or repair any vehicles that are out of service. The Contractor shall maintain collection vehicles in a clean condition and have the Contractor's business name clearly visible on said vehicles. A telephone number shall also be displayed prominently on all collection vehicles. Said telephone number shall be operated by the Vendor to receive and record any complaints or compliments regarding the manner of service rendered during the course of the contract. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition satisfactory for public safety and to maintain a positive public image as reasonably determined by the Town.

On special occasions or events, the Contractor shall provide support in the form of placing carts, dumpster(s) or appropriate receptacles at location(s) provided at the discretion of the Town Administrator or his designee and for the collection of recyclable materials collected from said carts, dumpsters or receptacles.

The Contractor shall submit with each invoice a monthly report of all recyclable materials collected and tipped for processing not later than fifteen (15) calendar days after the end of the previous month. Reports shall include a daily listing of the tonnage tipped by each truck at the facility and the time and date of said tip.

The Contractor shall have in Town, or in the nearby vicinity, a Supervisor or similar contact who can respond to needs as they arise and to report and resolve problems or issues in a timely fashion. The Contractor shall establish and maintain a toll-free number available to residents and Town officials both to provide information on recycling services to residents and to receive and record any complaints or compliments regarding the manner of service rendered during the course of the contract. It shall be the responsibility of the Contractor to telephone or visit the DPW Office before the end of each service day to collect and resolve any complaints or details of missed collections which may have been recorded and to report on the resolution of any prior complaints.

The Contractor shall not under any circumstances provide for an additional collection without notification to the Town and may be required to further provide for the source of disposal as evidenced by weight slips and a delivery tonnage report. Such a collection without knowledge of the Town shall be deemed as a violation of the contract and may result in the termination of said contract.

No such additionally collected materials shall be included in or made part of this contract. It shall be the option of the Town to implement any or all of the provisions of this contract.

Provision of Recycling Containers and Disposal Services to Municipal / School Buildings

The Vendor is responsible for servicing clearly marked 96-gallon containers for the collection of single stream recyclable materials at the municipal and school locations (or such additional or alternative locations

as may be specified during the course of the contract term) and for collecting said material in accordance with the schedule provided in the table attached as Appendix C.

The Town will be responsible for furnishing 96-gallon carts, and if necessary, any additional or replacement carts.

Community Education

The Town believes that community education is crucial to promoting recycling program participation. The Contractor shall work cooperatively with Town and School officials to promote the program in order to increase recycling participation and reduce solid waste disposal costs. The Town may prepare a single 8.5" x 11" sheet (may be double-sided) containing information concerning the solid waste and recycling program up to four (4) times each year for distribution to all households receiving recycling services. The Contractor shall be responsible for the cost of printing and mailing this information.

Hard to Manage/ Special Collection Items

The Contractor shall be required, on a once-a-month basis, to provide a separate collection to each household eligible for service of: bulky items in excess of thirty-five (35) pounds that do not fit in the trash container or official PAYT overflow bag; and white goods and scrap metal. Collection of televisions, computers and electronics shall be collected once each quarter. The RFP seeks price proposals to provide bulky waste collection on a scheduled basis by household during a week designated for collection each month. Collection of televisions and computers shall include: Cathode Ray Tubes (CRTs), computer monitors, flat screen models, laptops, and all other electronic equipment. Disposal of the white goods, scrap metal, Cathode Ray Tubes (CRTs), computer monitors, flat screen models and laptops shall be at the sole expense of the contractor, and must be conducted in compliance with all local, state and federal laws.

The Contractor shall be required, on six (6) weeks during the fall and two (2) weeks each spring, to collect and transport bagged yard waste. The fall collection will occur between October 15 and December 15 for six (6) weeks designated by the Town each year by the prior July 1st preceding fall collection. The spring collection will occur during the week that begins with the fourth Monday in April and with the third

Monday in May. In addition, the Contractor shall collect holiday trees during the two (2) full calendar weeks after January 1.

Historical Data

Trash Tonnage (fiscal year ending June 30)

2021: 4667 tons
2020: 4585 tons
2019: 4504 tons
2018: 4792 tons
2017: 4796 tons
2016: 4702 tons
2015: 4641 tons
2014: 4600 tons

Recycling Tonnage (fiscal year ending June 30)

2021: 2445 tons
2020: 2313 tons
2019: 2260 tons
2018: 1767 tons
2017: 1796 tons
2016: 1877 tons
2015: 1784 tons
2014: 1800 tons

GENERAL TERMS & CONDITIONS

Compliance

Each party to this contract shall comply with all published Federal, Massachusetts and local laws, by-laws, rules, regulations and all administrative and judicial positions. This contract shall be considered to include all applicable laws as though such terms were set forth in full herein.

Where the Contractor's work is subject to the Commonwealth's prevailing wage law, the Contractor stipulates that it will pay employees subject to the law, throughout the term of this contract, at least the prevailing, prescribed rate of wage as determined for the Commonwealth of Massachusetts Division of Occupational Safety (DOS). Each Contractor and Subcontractor performing under this contract shall furnish to the DOS and the Town such statements as may be required under law, including within fifteen (15) days after completion of its portion of the contract work, a statement of compliance executed by the Contractor and, if any, the Subcontractor. The statement of compliance shall state that all relevant workers employed on the project have been paid in accordance with wages determined under the provisions of Sections 27 and 27A of Chapter 149 of the Massachusetts General Laws. See Appendix D.

Changes in the Contract

The Contractor shall do the work in the manner set forth in the specifications of the contract, except that the Town Administrator, 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 furnish extra motor trips or labor relating thereto, and the Contractor shall conform to such orders within a reasonable time. The Contractor shall abide by any changes in law, regulation (e.g. waste bans) or policy put in place by Federal, state or local agencies that are related to the services outlined in the Contract and any related documentation.

Adjustments due to changes in cost of diesel and gasoline will be calculated as follows: the adjustment is to be based on the increase or decrease of diesel fuel and gasoline, as measured by the U.S. Department of Energy, Energy Information Administration baseline cost of diesel fuel and gasoline determined on the date of the response. The increase or decrease as determined will be applied to the volume of fuel used, which will be determined based on fuel used. Adjustments will be made quarterly, based on the cost of diesel and gasoline for the quarter used. It shall be the contractor's responsibility to

provide the Town of Sharon with full documentation of fuel used for transportation of refuse and recyclable collection prior to fuel adjustments being accepted.

Cancellation of Contract

Should the Contractor on any occasion fail to report, collect or remove the household trash, recyclable materials or other materials as provided in the specifications of the Contract and any related documentation, the Town Administrator reserves the right to send a special truck or other vehicle to collect and remove the same at the expense of the Contractor; or in the event of any failure on the part of the Contractor(s) to comply with any of the provisions of the contract, the Town Administrator may, at any time hereafter, cancel the contract if he/she shall see fit, by written notice of the cancellation delivered to the Contractor in hand or to his/her principal place of business or at his/her usual place of abode or sent to him/her by registered mail.

Force Majeure

Each party to the Contract shall be excused without cost or liability to the other, for failure or delay in performance of any obligation set forth in the Contract by reason of a Force Majeure event. This provision shall not, however, relieve the Contractor or the Town from using all reasonable efforts to overcome or remove such Force Majeure event. Such failure or delay shall be excused at any time during which performance is prevented by such Force Majeure event, and during such period thereafter as may be reasonably necessary for the Contractor or the Town to correct the adverse effect of such Force Majeure event, provided that the Contractor or the Town shall use its best efforts to obtain a stay or appeal of any Force Majeure event constituting a Change in Law, if in the Contractor's or the Town's good faith judgment, after consultation with legal counsel, such action is warranted. Each party shall give prompt written notice of a Force Majeure event to the other. Each party shall attempt to remedy with all reasonable dispatch the cause or causes constituting a Force Majeure event; however, the settlement of strikes, lockouts, work slowdowns, and other similar labor actions or of any legal actions or administrative proceedings shall be entirely in the discretion of the affected party and the affected party shall not be required to make settlement of strikes, lockouts, work slowdowns and other similar labor actions or of any legal actions or administrative proceedings when such settlement is or would be unfavorable in the judgment of the affected party. A Force Majeure event shall not include changes in recycling market prices or interruptions in arrangements made to market recyclables.

Dismissal of Employees

The Contractor shall dismiss, or transfer to duties outside the Town of Sharon, any employee engaged upon the work when requested by the Town Administrator, and/ or the Superintendent of Public Works for just cause, and the Contractor shall not again employ on the work any employee dismissed or transferred under the foregoing provisions without the consent of same.

Insurance

1. General

The insurance coverage listed below must be maintained during the life of the Contract. Prior to beginning work under this Contract, the Contractor must provide the Town of Sharon with certificates of insurance, acceptable to the Municipality, showing each of the insurance policies required under this Contract, the insurance company, policy number, any endorsements, amount of insurance, deductibles and/or self-

insured retentions, and policy effective and expiration dates. See Appendix B for sample Certificate of Insurance.

Insurance shall be provided by insurers authorized to transact business in Massachusetts and having at least an "A" Best's Rating and a Class VII financial size category. Insurance policies shall contain a provision or endorsement stating that coverage will not be canceled, or renewal refused unless at least thirty-days (30) prior written notice has been delivered or mailed to the Town of Sharon and the Contractor. Certificates of insurance shall contain a statement confirming the thirty-days' (30) prior written notice. Any coverage that expires during the period in which it is to remain in full force and effect shall be renewed and a certificate filed with the Town of Sharon within fifteen (15) days of the renewal. The Town of Sharon reserves the right to request certified complete copies of all policies and endorsements required under this Contract at any time during the Contract term.

2. Worker's Compensation Insurance

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

3. Comprehensive General Liability Insurance

The Contractor, at its own expense, must maintain during the life of the Contract comprehensive general liability insurance written on an occurrence basis, including without limitation the following coverage: bodily injury and death liability; personal injury liability (with no employee exclusion); independent Contractor protective liability; broad form property damage (with X, C, and U coverage) and contractual liability. This insurance shall not contain a care, custody and control exclusion. The policy must identify the Town of Sharon, its officials, employees and volunteers as an additional insured. This insurance shall be written with respect to all coverage, for not less than the following minimum policy limits: \$1,000,000 each occurrence; \$2,000,000 aggregate; \$1,000,000 products completed operations, \$1,000,000 personal advertising injury, \$100,000 damage to rented premises and \$5,000 medical payments. Coverage shall include and name the Town of Sharon, its officials, employees, and volunteers as additional insured and will include the endorsement forms CG 20 12 04 03 and CG 20 37 04 13 (or their equivalents). This policy shall contain a waiver of subrogation in favor of the Town of Sharon. Coverage shall be primary and non-contributory.

4. Comprehensive Business Motor Vehicle Liability Insurance

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

Sharon, its officials, employees and volunteers. The policy will include a waiver of subrogation and shall be primary and non-contributory.

5. Pollution and Hazardous Waste Liability

The Contractor, at its own expense, must maintain during the life of this Contract, pollution and hazardous waste liability insurance coverage. "Hazardous Materials" as used herein shall include substances defined or classified as a "hazardous substance," "toxic substance," "hazardous material," "hazardous waste," "hazardous pollutant," or "toxic pollutant," or otherwise denominated as hazardous, toxic, or a pollutant in: (A) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, as amended (CERCLA); (B) the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., as amended ("RCRA"); (C) the Massachusetts Hazardous Waste Management Act, Massachusetts General Laws Chapter 21C, as amended ("Chapter 21C"); (D) the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Massachusetts General Laws Chapter 21E, as amended ("Chapter 21E"); (E) any other Federal, State, or local law or ordinance addressing the protection of human health, safety, welfare, or the environment, as amended or (F) regulations promulgated pursuant to CERCLA, RCRA, Chapter 21C, Chapter 21E, or other applicable environmental laws, as amended.

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

6. Commercial Umbrella

The Contractor, at its own expense, must maintain during the life of the Contract commercial umbrella insurance written on an occurrence basis, including without limitation the following coverage: bodily injury and death liability; personal injury liability (with no employee exclusion); independent Contractor protective liability; broad form property damage (with X, C, and U coverage) and contractual liability. The minimum policy limits: \$5,000,000 per occurrence and \$5,000,000 aggregate. The policy shall follow form over the general liability and commercial automobile policy.

Protection Against Liability

The Contractor acknowledges and agrees that he/she is responsible for all his/her acts and doings and all the acts and doing of his/her employees hereunder as an independent contractor and he/she will indemnify and hold harmless the Town of Sharon from any and all loss, damages, costs, charges, expenses and claims which may be made against it or to which it may be subject or to which it may be put by reason of any act, action, neglect, omission or default on his/her part, or any of his/her employees hereunder and will pay all costs and expenses of defense incidental thereto, and that all the same will be paid to the Town of Sharon upon demand therefore.

Monies Withheld by the Town

The Town may keep any monies which would otherwise be payable at any time hereunder and apply the same, or as much as may be deemed necessary therefore, to the payment of any expenses, including any expense directly or indirectly resulting to the town in connection with the faithful performance of this agreement. Losses or damages incurred by the Town and determined as aforesaid may be retained until all the claims are settled so much of such monies as the Select Board shall be of the opinion will be required to settle all claims against the Town, its officers, agents, or servants. Any monies kept hereunder shall be deemed not due and payable to the Contractor until final disposition of any such expenses, losses, damages, or claims referred to herein.

Contract Payments

The Town shall each month, so long as the Contractor shall faithfully do everything required of him in this contract, pay the Contractor the monthly portion of the yearly contract sum as stated in the bid of the Contractor, hereto annexed, after deducting from the total amount thereof the amount of any claim, expenses, or loss that may be deemed proper to retain as provided aforesaid.

Contract Commitment

The Contractor shall keep himself fully informed of all state and Federal laws, and municipal by-laws, regulations or policies 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 of bodies or tribunals having any jurisdiction or authority over the same and conform to and abide by the same. If any discrepancy or inconsistency is discovered in the specifications or contract from this work in relation so such law, ordinance, regulations, order or decree, he shall forthwith report the same to the Town Administrator, in writing. He shall at all times himself observe and comply with, and shall cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, policies and decrees; and shall protect and indemnify the Town and the Select Board and /or the Town Administrator and their officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, policy, order or decree, whether by himself or his employees.

Contract Compliance

It is understood and agreed that, because the public health, safety and convenience of the Town are involved in the performance of this contract, performance reasonably satisfactory to the Town Administrator, including meticulous attention to every detail in the contract and specifications, along with a high standard of work, is justified.

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 following, but not limited to, specified obligations described below for collection, transportation and disposal of the town's solid waste and/or recycling prior to the occurrence of a Cancellation of Contract 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 following specified obligations.

Delivering any waste, other than as described in the Contract, to disposal sites that will be billed to the Town:	\$2,500. per occurrence
Use of un-marked or un-inspected collection vehicles:	\$1,000. per occurrence
Following notice of complaint, failure to collect Recyclable Material or Solid Waste from a specific location on the same day as the regular collection route or the following day if so authorized by Town:	\$400. per occurrence
Disposing of as trash, those recyclable materials appropriately put out for recycling:	\$250. per occurrence
Failure to immediately pick up materials spilled during collection and/or transportation:	\$250. per occurrence
Willful mishandling of waste or recycling containers, including placement of said items so as to obstruct roads, driveways or mailboxes:	\$100. per occurrence
Continued violation of traffic laws, ordinances or regulations during collection and transportation after written notice from the Town:	\$250. per occurrence
Failure to appropriately affix a notice stating reason for any refused collection and notify the town of such shall be deemed a missed collection:	\$200. per occurrence
Failure to repair a cart damaged during collection within seventy-two (72) hours or before the next scheduled collection day, whichever is sooner, of notification by resident or Town that a cart has damaged during collection:	\$200. per day, per occurrence
Collecting excess trash that is not placed in the official Sharon PAYT bag:	\$200. per occurrence

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 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.

Town's Liability

The Town's liability under this Contract shall be to make all payments monthly, as such payments may from time to time become due, and the Town shall be under no further obligation or other liability.

Contract Funding Appropriation

It is understood that the provisions of the contract are for a period to expire on June 30, 2028. It is also understood that the provisions shall be subject to annual funding appropriation of the Town Meeting. Notwithstanding, the Contractor agrees to hold the Town harmless for the failure of the Town appropriating authority to provide for funding, and in such case of non-appropriation shall release the Town from its obligations under this contract. The Town, however, agrees to include proposed appropriations to the Town Meeting for each of the contract years.

TERMS & PAYMENTS

Term of Contract and Payments

The contract period shall commence on the day following the last date on which a Contract has been executed (hereinafter referred to as the "Effective Date" of this contract) with service commencing on July 1, 2023.

The Town agrees to make twelve (12) payments each year to the Contractor, based upon invoices submitted to the Town on a monthly basis. The Contractor agrees that a delay in the commencement of any Contract service, for any reason and caused by either party, or a suspension by the Contractor of any Contract service, or any failure to submit the required supporting documentation with its invoice, shall result in a corollary delay in scheduled payments.

The Town accepts and agrees to pay to the Contractor for services delivered under this Contract as described in **Contractor's Price Proposal**. For the purposes of this Contract, if the Town shall elect to reduce or eliminate the level of a Contract service(s), the Contract price may be reduced proportionate to the scheduled cost of service(s) deleted from the Contract.

Prevailing Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Industries under provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor, before proposal opening, to request if necessary, any additional information on Prevailing Wage Rates for those tradespersons who are not covered by these schedules of wage rates, but who may be employed for the proposed work under this contract.

Time of Commencement

Each Proposer shall warrant that all equipment, disposal agreements and permits required by local, State and Federal laws and regulations to perform the work described herein shall be obtained prior to the commencement of service and shall be in place for the entire duration of the Agreement.

Contract Duration

Services shall be provided under this agreement for the period to July 1, 2023 as mutually agreed and ending on June 30, 2028. The Town reserves the right to extend the contract by negotiation with the Contractor.

Minimum Requirements

- A Proposal prepared in accordance with the instructions contained within this request is required.
- The Processing and Marketing Facility proposed for use for recyclable materials shall possess all necessary permits, licenses and approvals as required by all regulatory bodies with jurisdiction over the facility.
- The Disposal or Transfer Facility proposed for use for bulky waste and any other waste other than Municipal Solid Waste shall possess all necessary permits, licenses and approvals as required by all regulatory bodies with jurisdiction over the facility.
- Insurance Certificate listing coverages that meet or exceed the requirements set forth in the attached Agreement and listing the Town of Sharon, Massachusetts as additional insured.
- Ability to provide a performance bond in accordance with this Request for Proposals at the time of contract execution.
- At least five (5) years experience in municipal curbside collection (subscription or contract based), transportation and disposal of residential waste and/or recyclable materials in Massachusetts.

PROPOSALS

Proposals shall be clearly labeled and prepared in the manner described below and at a minimum must contain the following items:

1. Proof of ability to Obtain Performance Bond/Insurance
2. Description of Existing Business and Contractor Experience, especially experience with municipal curbside collection programs in towns of at least 10,000 population or 3,000 dwelling units/participating households
3. Name and Resume of Contract Manager
4. References from Other Municipalities
5. Plan of Services specific to Sharon (if at variance with specified price proposal)
6. List of Vehicles and Equipment to be used if contract is awarded to Contractor
7. Completed and Signed Price Proposal Forms
8. Non-Collusion Statement (signed)
9. Certificate of Corporate Authority (Corporations Only)
10. Certificate of Compliance with State Tax Law

Price and Service Proposals are to be made for several types of collections:

Curbside Residential Solid Waste Collection

- Automated Weekly Collection of 35-, 65- or 96-gallon carts to be provided by the Town to each household based on household selection made by January 31, 2023, and Transportation and Disposal, with PAYT for occasional overflow. Disposal will be at SEMASS. (**Automated Variable Container Trash Disposal Program**)

Curbside Residential Recyclable Material Collection

- Automated Every Other Weekly Curbside Collection of Single Stream Recyclable Materials using Town-provided 96-gallon wheeled containers from eligible households, and Transportation and Processing (**Every Other Week Automated Recycling Program**)
- Automated Every Other Weekly Curbside Collection of Single Stream Recyclable Materials using Town-provided 96-gallon wheeled containers from eligible households, and Transportation and Processing with second 96-gallon cart collection from not more than 1,000 households (**Enhanced Every Other Week Automated Recycling Program**)
- Automated Weekly Curbside Collection of Single Stream Recyclable Materials using Town provided 96-gallon wheeled containers from eligible households, and Transportation and Processing, (**Weekly Automated Recycling Program**)

Curbside Residential Bulky Waste and Yard Waste Collection

- Collection and Processing of White Goods, Scrap Metal and Bulky Items once a month on designated week (Bulky items must exceed thirty-five (35) pounds in weight or not fit into a resident trash barrel or official PAYT bag) from eligible households (limited to two (2) items per household per month) (**Scheduled Bulky Waste Collection**)
- Collection and Processing of Computers, Televisions, and Electronics from eligible households (one (1) week per quarter) (**Scheduled White Goods Collection**)
- Collection, Transportation and Disposal/Processing of Solid Waste and Recyclable Materials from Municipal Buildings, Schools and Public Areas (**Public Dumpsters**)
- Collection, Transportation and Disposal/Processing of Yard Waste at Town's Farnham Road facility (**Yard Waste Collection including holiday trees**)

Technical Proposal

Each proposal shall include the following items each clearly marked and in order listed:

- **Corporate Information** – This shall include:
 1. Name, address, telephone number, fax number and e-mail address of the entity submitting the proposal. Corporations shall include the name of the principal contact person for the proposal.
 2. A general description of the company, its operation and the range of services provided.
- **Experience & References** – This shall include:
 1. A list of all Massachusetts public entities for whom the company currently provides trash and recycling collection services. For each entity listed, provide the name, title, and current telephone number of the individual responsible for the contract. Also provide the start and end date of the current contract(s).
 2. A list detailing collection services similar in scope and nature to the services to be performed hereunder. The list shall include the name, title, and current phone number of the individual responsible for the contract. Work performed prior to calendar year 2006 shall not be listed.
 3. Any additional experience with trash and recyclable materials collection, transportation and disposal shall be fully described. The Responder shall identify the full extent of involvement in each referenced project.
- **Materials Recovery Facility** – Provide the name, address and telephone number of the facility or facilities which will be utilized for the recovery, processing, and marketing of collected recyclable materials. Include a copy of each facility's operating permit as issued by the appropriate State/Federal regulatory agency.
- **Proposed Equipment** – The make, model, age, type, size, and number of each piece of front line and backup equipment to be used in the performance of the work shall be listed.
- **Proposed Requirements** – This shall include a list of the requirements detailing how recyclables shall be prepared and presented for pickup. The maximum size for corrugated cardboard shall be as large as is feasible to be placed in the 96-gallon cart.
- **Subcontractors** – CONTRACTOR shall list all subcontractors intended to be used during the completion of the work. The Responder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract shall be subject to Town approval.
- **Procurement Forms** – Completed copies of the Attestation of State Tax Compliance Form, Non-Collusion Form, EEO/AA Form, and Performance Bond included in this Request.
- **Price Proposal Forms** – Completed and executed Price Proposal Forms.

Price Proposals

Each Price Proposal shall be submitted on the included Proposal Forms. All blank spaces for proposed prices shall be filled in completely and all Addenda shall be acknowledged in the space provided.

Proposal Forms shall be completed in ink. The proposal price for each item on the form shall be stated in words and figures. Discrepancies between words and figures will be resolved in favor of words.

Discrepancies between the indicated sum of any column of figures and the correct sum listed in words thereof will be resolved in favor of the correct sum in words.

Proposals by corporations shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown in the space provided.

Proposals by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown in the space provided.

All names shall be typed or printed in the space provided.

The complete name, address, and telephone number to which communications regarding the Proposal is to be directed shall be indicated.

Insurance Certificates

The Contractor will not be permitted to start work under this contract until certificates of insurance have been submitted in accordance with the Contract Documents. Certificates shall be submitted upon receipt of the Notice of Award.

Performance Bonds

The contractor shall furnish with proposal a consent of surety in the amount of \$500,000 for the term of this Contract (a Performance Bond in the same amount in a form and with a surety company approved by the Town and authorized to do business in the Commonwealth of Massachusetts, shall be provided prior to contract award) 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 (12) months of the total amount of this Contract sum for the particular year as set forth in the terms of the Contract.

Power of Attorney

Attorneys-in-fact who sign contract bonds shall file with each bond a certified and effectively dated copy of their power of attorney.

Laws and Regulations

The Responder's attention is directed to the fact that compliance with all applicable local, State and Federal laws, regulations, ordinances and rules of all authorities having jurisdiction over the collection and disposal of recyclables shall be the sole responsibility of the Responder. The Town will accept no liability for the performance of the awarded contractor or its compliance with these laws, rules, or regulations.

Execution of the Contract

The Responder to whom this Contract is awarded shall execute the contract and furnish all required items within ten (10) business days of notice of intent to award. Without limitation, the contract will provide for termination by the Town of Sharon under the following circumstances:

1. If the work performed by the contractor is not satisfactory to the Town of Sharon;
2. If an appropriation by Town Meeting for the work in a fiscal year is not made or is not sufficient to fund the contract; or,

3. If a source of money to fund the contract is lost during any year of the contract term.

Award of the Contract

The award of this contract will be based upon consideration of the qualifications of each Proposer, compliance with the specifications, Contract Documents, total contract price and additional negotiated terms, if applicable.

Information Not Guaranteed

It is agreed and understood that no Proposer or contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Town arising from or by reason of any variance which may exist between the information made available and the actual conditions encountered during the work, except as may otherwise be expressly provided for in the Contract Documents.

PROPOSAL

Solid Waste & Recycling Collection, Disposal & Processing Services

Proposal of _____, hereinafter called the Responder, organized and existing under the laws of the State of Massachusetts doing business as a _____.

To the Town of Sharon, Massachusetts, hereinafter called the Owner.

The undersigned proposes to furnish all labor, supervision, material, tools and equipment required to collect, transport and dispose of solid waste and recyclables from the Town of Sharon, Massachusetts in accordance with the terms of the Contract Documents, of which this proposal is a part. The undersigned further agrees that if within **ninety (90) days** after the opening of the proposal hereunder, this proposal or any part thereof shall be accepted by the Town of Sharon as evidenced by written notice delivered to the undersigned at the address given below, to execute properly **three (3) copies** of a Contract in the form set forth in said Contract Documents, and to provide a **performance bond** of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Owner, each in the sum of **one hundred percent (100%) of the annual contract price**.

The Responder acknowledges and agrees that this proposal may not be withdrawn for a period of ninety days (90) days, Saturdays, Sundays and legal holidays excluded, after the opening of proposals.

The Responder may or may not choose to submit on all requested price proposals but must submit on all items with the exception of Price Proposal 4 in order to be considered for a contract to provide each of those

services. Price Proposal 4 may be submitted without responding to the remaining requests for price proposals.

I (We) certify that the prices provided in every proposal in this response are accurate and shall remain effective for 90 days from the date of signing, or for the duration of the Contract, if selected by the Town of Sharon.

Company: _____

Signed By: _____

Print Name: _____

Title: _____

Date: _____

PRICE PROPOSAL 1

AUTOMATED CURBSIDE MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORT TO TOWN CONTRACTED LOCATION (Automated Variable Cart Trash Disposal Program)

Description: Automated weekly curbside collection and transport of solid waste using 35-, 65- and 96-gallon carts pre-selected by households in advance of implementation, with collection of PAYT bags for occasional overflow needs. Under this option, the collection Contractor will collect and deliver municipal solid waste to SEMASS, which shall be under separate contract with the Town.

For the purposes of evaluating price proposals equally, Contractors must provide costs for FY2024 (Year One) of the contract term. The contract price after the first year may reflect an annual adjustment based on the U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for the Boston-Brockton-Nashua, MA-NH-ME-CT area for All Items based on a time frame from July 1 through June 30. The annual increase shall not exceed a maximum of 2.5% per year.

YEAR ONE - July 1, 2023 through June 30, 2024

MSW Collection and Transport per household per year (35-gallon cart)

Written numeric: _____

\$ _____

MSW Collection and Transport per household per year (65-gallon cart)

Written numeric: _____

\$ _____

MSW Collection and Transport per household per year (96-gallon cart)

Written numeric: _____

\$ _____

PRICE PROPOSAL 2

RECYCLING MATERIALS PROCESSING FEE

Description: It is the intent of the Town to reach agreement with the Contractor on a formula for a fair fee or rebate for recyclable materials delivered for processing at the facility chosen by the Contractor. On a quarterly basis, the Contractor will provide the composition of recyclable materials by commodity and apply the market value for the commodities to determine the blended value per ton of processed recyclable materials. The blended value means the average price paid by the designated facility during the month of delivery of Single Stream Materials. The Responder should list the publication or website upon which it intends to obtain commodity values then used to establish the blended value per ton. Revenue received by the Responder will be deducted from the baseline processing price per ton resulting in a net charge or rebate to the Town.

The Responder should list the processing fee for Single Stream Recyclable Materials for the period ending June 30, 2024 and separately list the current composition of recyclable materials for an account with at least 2,000 households and the commodity values as of February 28, 2023 used to derive a blended value per ton

to provide an example (i.e. www.secondarymaterialspricing.com; RISI PPI Pulp and Paper Week for New York Region, Domestic Price).

Baseline cost per ton for Single Stream Recyclable Material Processing: \$ _____

Written numeric: _____

Name of Account of at least 2,000 households from which composition of recyclable materials is derived:

Commodity	Composition (% of ton)	Market Value (\$ per ton)	Value to Determine Blended Value (\$)
OCC			
ONP			
Mixed Paper			
Aluminum Cans			
Steel Cans			
Natural HDPE			
Colored HDPE			
PET			
Plastic #3-#7			
Glass			
Residual Material			
sub-total	100.00%		\$
Baseline cost to process per ton			\$
Net Cost per ton			\$

List of publications and/or websites the Contractor intends to use to determine commodity values:

In the alternative, a Contractor may provide a price for collection and transportation to a facility to be contracted directly with the Town. Please provide a detailed proposal.

PRICE PROPOSAL 3A

AUTOMATED EVERY OTHER WEEK CURBSIDE SINGLE STREAM RECYCLING COLLECTION AND TRANSPORT TO RESPONDER PROVIDED FACILITY (Every Other Week Recycling Program)

Description: Sharon's current every other week recycling collection and disposal program. Under this option, the collection Contractor will provide automated curbside collection and transport of single stream recyclable materials placed by residents in Town provided 96-gallon recycling carts, delivered for final processing at Contractor provided facility.

For the purposes of evaluating price proposals equally, Contractors must provide costs for FY2024 (Year One) of the contract term. The contract price after the first year may reflect an annual adjustment based on the U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for the Boston-Brockton-Nashua, MA-NH-ME-CT area for All Items based on a time frame from July 1 through June 30. The annual increase shall not exceed a maximum of 2.5% per year.

YEAR ONE - July 1, 2023 through June 30, 2024

Recyclable Materials Collection and Transport per household per year

Written Numeric: _____

\$ _____

PRICE PROPOSAL 3B

AUTOMATED EVERY OTHER WEEK CURBSIDE SINGLE STREAM RECYCLING COLLECTION AND TRANSPORT TO RESPONDER PROVIDED FACILITY (Enhanced Every Other Week Recycling Program)

Description: Under this option, the collection Contractor will provide automated curbside collection and transport of single stream recyclable materials placed by residents in Town provided 96-gallon recycling carts, with a second 96-gallon cart collected from the same household to provide for frequent overflow needs, provided not more than 1,000 households participate, delivered for final processing at Contractor provided facility.

For the purposes of evaluating price proposals equally, Contractors must provide costs for FY2024 (Year One) of the contract term. The contract price after the first year may reflect an annual adjustment based on the U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for the Boston-Brockton-Nashua, MA-NH-ME-CT area for All Items based on a time frame from July 1 through June 30. The annual increase shall not exceed a maximum of 2.5% per year.

YEAR ONE - July 1, 2023 through June 30, 2024

Recyclable Materials Collection and Transport per household per year

Written Numeric: _____

\$ _____

PRICE PROPOSAL 3C

AUTOMATED WEEKLY CURBSIDE SINGLE STREAM RECYCLING COLLECTION AND TRANSPORT TO RESPONDER PROVIDED FACILITY (Weekly Recycling Program)

Description: Under this option, the collection Contractor will provide automated curbside collection and transport of single stream recyclable materials placed by residents in Town provided 96-gallon recycling carts, delivered for final processing at Contractor provided facility.

For the purposes of evaluating price proposals equally, Contractors must provide costs for FY2024 (Year One) of the contract term. The contract price after the first year may reflect an annual adjustment based on the U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for the Boston-Brockton-Nashua, MA-NH-ME-CT area for All Items based on a time frame from July 1 through June 30. The annual increase shall not exceed a maximum of 2.5% per year.

YEAR ONE - July 1, 2023 through June 30, 2024

Recyclable Materials Collection and Transport per household per year

Written Numeric: _____

\$ _____

PRICE PROPOSAL 4A

BULKY WASTE COLLECTION, PROCESSING AND DISPOSAL ONE DESIGNATED WEEK OF EACH MONTH (Bulky Waste Collection)

Description: The collection Contractor will service eligible residential households with the collection and processing of white goods, scrap metal and bulky waste items on a designated week each month (limit two (2) item per household per month) to be scheduled by resident with Contractor.

For the purposes of evaluating price proposals equally, Contractors must provide costs for FY2024 (Year One) of the contract term. The contract price after the first year may reflect an annual adjustment based on the U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for the Boston-Brockton-Nashua, MA-NH-ME-CT area for All Items based on a time frame from July 1 through June 30. The annual increase shall not exceed a maximum of 2.5% per year.

YEAR ONE - July 1, 2023 through June 30, 2024

Hard to Manage Wastes/ Special Collections, collection of one (1) item per household per month

Written Numeric: _____

\$ _____

PRICE PROPOSAL 4B

COLLECTION, PROCESSING AND DISPOSAL OF COMPUTERS, TELEVISIONS, AND OTHER ELECTRONICS (Electronics Collection)

Description: The collection Contractor will service eligible residential households with the collection and processing of computers, televisions and other electronic waste items on a designated week once each quarter to be scheduled by resident with Contractor.

For the purposes of evaluating price proposals equally, Contractors must provide costs for FY2024 (Year One) of the contract term. The contract price after the first year may reflect an annual adjustment based on the U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for the Boston-Brockton-Nashua, MA-NH-ME-CT area for All Items based on a time frame from July 1 through June 30. The annual increase shall not exceed a maximum of 2.5% per year.

YEAR ONE - July 1, 2023 through June 30, 2024

Transport/Disposal per household

Written Numeric: _____ \$ _____

PRICE PROPOSAL 5

COLLECTION, TRANSPORTATION AND DISPOSAL/PROCESSING OF SOLID WASTE AND RECYCLABLE MATERIALS FROM MUNICIPAL BUILDINGS, SCHOOLS, AND DESIGNATED PUBLIC AREAS (Public Dumpster Collection)

Description: The Contractor shall collect, transport and dispose of solid waste at SEMASS and collect, transport and process recyclable materials from municipal facilities and school buildings at the Contractor designated facility in accordance with the schedule of locations and collection frequencies described in Appendix C.

On special occasions or events, the Contractor shall provide support in the form of placing dumpster(s) at location(s) provided at the discretion of the Town Administrator or his designee and for the transporting of trash and/recyclable materials collected from said dumpsters to the disposal site.

For the purposes of evaluating price proposals equally, Contractors must provide costs for FY2024 (Year One) of the contract term. The contract price after the first year may reflect an annual adjustment based on the U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for the Boston-Brockton-Nashua, MA-NH-ME-CT area for All Items based on a time frame from July 1 through June 30. The annual increase shall not exceed a maximum of 2.5% per year.

YEAR ONE - July 1, 2023 through June 30, 2024

Submit completed spreadsheet attached to RFP document as Appendix C.

PRICE PROPOSAL 6

COLLECTION, TRANSPORTATION AND DISPOSAL/PROCESSING OF YARD WASTE FROM RESIDENTIAL PROPERTIES TO FARNHAM ROAD FACILITY IN SHARON (Yard Waste Disposal)

Description: The collection Contractor will service residential households with the collection and transport of bagged yard waste for six (6) weeks between October 15 and December 15 designated by the Town by July 1st of each year and for two (2) weeks in the spring (during the week that begins with the fourth Monday of April and during the week that begins with the third Monday of May) each year from households to the Town's processing facility located on Farnham Road in Sharon. The collection Contractor will service residential households with the collection and transport of holiday trees during the first two (2) full calendar weeks of January each year.

For the purposes of evaluating price proposals equally, Contractors must provide costs for FY2024 (Year One) of the contract term. The contract price after the first year may reflect an annual adjustment based on the U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for the Boston-Brockton-Nashua, MA-NH-ME-CT area for All Items based on a time frame from July 1 through June 30. The annual increase shall not exceed a maximum of 2.5% per year.

YEAR ONE - July 1, 2023 through June 30, 2024

Transport/Disposal per household

Written Numeric: _____ \$ _____

I (We) certify that the prices provided in every proposal in this response are accurate and shall remain effective for 120 days from the date of signing, or for the duration of the Contract, if selected by the Town of Sharon.

Company: _____

Signed By: _____

Print Name: _____

Title: _____

Date: _____

NON-COLLUSION STATEMENT

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

COMPANY NAME_____

ADDRESS_____

AUTHORIZED SIGNATURE_____

PRINT NAME _____ TITLE _____

TELEPHONE NUMBER_____

DATE OF RESPONSE_____

CERTIFICATE OF VOTE (Corporations Only)

At a duly authorized meeting of the Board of Directors of the _____ held on
Name of Corporation

_____ was VOTED, THAT _____ of this
Date *Name*

company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company.

I hereby certify that I am the clerk of the above name corporation and that _____ is the
duly elected officer as above of said company, and that the above vote has not been amended or rescinded and
remains in full force and effect as the date of this contract.

Date

(Corporate Clerk)

SEAL

CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS

Pursuant to MGL Chapter 62C, Section 49A, and MGL Chapter 151A, Section 19A, the undersigned acting on behalf of the Contractor, certifies under the penalty of perjury that, to the best of the under sign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support*.

**Signature of Individual

***Contractor's Social Security Number or
Corporate Contractor Federal Identification Number

By: _____ Date: _____
Corporate Officer (Mandatory, if applicable)

*The provision in the Attestation of relating to child support applies only when the Contractor is an individual.

**Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, Section 49A.

Affirmative Action and Equal Employment Opportunity Requirements

Section 1 - AFFIRMATIVE ACTION REQUIREMENTS

Section 2 - No Town agency shall enter into any contract for the purchase of goods or services for the construction, maintenance, renovation or repair of any building, structure, street, way, utility or other public works with any contractor which does not take affirmative action to provide equal employment for all qualified persons without regard to race, color, religion, sex or national origin.

Section 3 - Each bidder and contractor shall include with all bids and all compliance and progress reports submitted to any Town agency or a report, which shall include:

A certificate stating that he is currently in compliance with the provisions of the Massachusetts General Laws, Chapter 151 governing nondiscrimination in employment and setting forth the affirmative action he is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin. A copy of any such report shall be filed in the office of the Town Clerk and shall upon filing become a public record.

Section 4 - Every Town Agency shall include in every contract hereinafter entered into the purchase of goods or services or for the construction, maintenance, renovation services or repair of any buildings, structure, street, way utility or other public works the following provisions:

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will take affirmative action to ensure that employees are solicited and employed and that the employees are treated during employment without regard to race, color, religion, sex or national origin.
- b. The contractor will in all solicitation or advertisements for employees placed by on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The contractor and subcontractors will include the provisions of subsections (a) and (b) above in every subcontract or purchase order.

Section 5 - As used in this section, affirmative action means positive steps to ensure all qualified persons equal employment without regard to race, color, religion, sex or national origin at all stages of the employment process, recruitment, selection, placement, promotion, training, layoff and termination.

It may include, but not limited to the following:

- Inclusion in all solicitation and advertisements for employees of a statement that the contractor is an "Equal Opportunity Employer."
- Placement of solicitation and advertisements for employees in media that reaches minority groups.
- Notification in writing of all recruitment sources that the contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin.
- Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist in recruitment efforts.
- Participation in or establishment of apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups.

- Modification or collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin.

Section 6 - The Human Relations Commission shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a Town contractor, subcontractor, or supplier. Findings and determinations on such investigations, together with the records and recommendations, shall be reported by the Human Relations Commission to the Select Board and the contracting agency concerned. The Human Relations Commission shall cooperate with the Select Board and with each contracting agency by providing assistance in reviewing affirmative action plans, and to contractors seeking qualified minority group employees, and shall itself seek such employees.

Section 7 - The provision of this section shall not apply to any contract for less than \$5,000 or to bidders and contractors employing fewer than six persons provided that where the contract is for less than \$5,000 but not less than \$2,000, any Town agency may apply the provision of this section to any contract, bidder, or contractor.

Section 8 – EQUAL EMPLOYMENT OPPORTUNITY.

No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Reference Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and Section 112 of Public Law 92-65.

Form EDA-503. The Recipient and all Contractors, subcontractors, suppliers, lessees and other parties directly participating in the Recipient's project agree that during and in connection with the associated agreement relating to the Federally assisted program.

- (1) They will comply, to the extent applicable, as Contractors, subcontractors, lessees, suppliers, or in any other capacity, with the applicable provisions of the Regulations of the United States Department of Commerce (Part 8 of Subtitle A of Title 15 of the Code of Federal Regulations) issued pursuant to Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and will not thereby discriminate against any person on the grounds of race, color, or national origin in their employment practices, in any of their own contractual arrangements, in all services or accommodations which they offer to the public, and in any of their other business operations.
- (2) They will provide information required by or pursuant to said Regulations to ascertain compliance with the Regulations and these assurances, and (3) their non-compliance with the nondiscrimination requirements of said Regulations and these assurances shall constitute a breach of their contractual arrangements with the Recipient whereby said agreements may be canceled, terminated or suspended in whole or in part or may be subject to enforcement otherwise by appropriate legal proceedings.

Executive Order 11246, 30 Fed. Reg. 12319 (1965) (Equal Opportunity Clause)

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure the applicants, are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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.

- b. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- c. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, record, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. Each Contractor and subcontractor of federally financed construction work is required to file an Equal Employment Opportunity Employer Information Report (EEO-1 on Standard Form 100) annually on March 31. Forms and instructions are available at the EDA Regional Office.
- g. In the event of the Contractor' noncompliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed (and remedies involved) as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the provisions of paragraphs a through h in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

1.Exemptions to Above Equal Opportunity Clause (4) CFR Chap.60):

- (1) Contracts and subcontracts not exceeding \$10,000 (other than government bills of lading) are exempt. The amount of the contract, rather than the amount of the Federal financial assistance, shall govern in determining the applicability of this exemption.
- (2) Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.
- (3) Contracts and subcontracts not exceeding \$100,000 for standard commercial supplies or raw materials are exempt.

OTHER PROHIBITED INTEREST

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interest personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

**SHORT FORM OF AGREEMENT
FOR PROCUREMENT BETWEEN
TOWN OF SHARON, MASSACHUSETTS AND *CONTRACTOR***

THIS AGREEMENT for **Solid Waste and Recycling Collection, Transportation, Disposal and Processing**, (hereinafter referred to as the "Project"), is made by and between _____, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at _____, (hereinafter referred to as the "CONTRACTOR"), and the Town of Sharon, Massachusetts, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 90 South Main Street, Sharon, MA 02067 (hereinafter referred to as the "TOWN").

WITNESSETH that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This Short Form of Agreement for Procurement between TOWN and CONTRACTOR
- 2) CONTRACTOR's bid or proposals
- 3) The Town's Proposal Request Forms, Solid Waste and Recycling Program Scope of Service, bid specifications, request for proposals or purchase description
- 4) Drawings required for the project, if applicable
- 5) Copies of all required bonds, certificates of insurance and licenses required under the Agreement,
- 6) Performance bond

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the Town.

ARTICLE 2: SCOPE OF WORK

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work shown on the Contract Documents, and the CONTRACTOR agrees to do everything required by this agreement and the Contract Documents.

ARTICLE 3: TERMS OF AGREEMENT

- A. This Agreement shall be for the period beginning July 1, 2023 as mutually agreed through June 30, 2028.
- B. The CONTRACTOR hereby agrees that if it fails to carry on the work with reasonable speed or

stops work altogether without due cause, as determined in each case by the TOWN, the TOWN may give written notice to the CONTRACTOR to proceed with the work or to carry on the work more speedily. Three days after the presentation of such notice, if the work is not proceeding to the satisfaction of the TOWN, the CONTRACTOR shall be considered to have defaulted in the performance of this Agreement.

ARTICLE 4: THE CONTRACT SUM

The CONTRACTOR agrees to provide to the TOWN services at the specific price points listed in the CONTRACTOR'S proposal submission, for the duration of the contract. The TOWN makes no guarantee to purchase any minimum or specific quantity of goods or services under the provisions of this contract. The total value of the goods and services will not exceed the sum of \$5,000.00 without the issuance of a change order agreed to in writing by all parties.

ARTICLE 5: PAYMENT

The TOWN shall make payment as follows:

- A. On a monthly basis, thirty (30) days after receipt of an invoice, certified payroll and tonnage documentation for work performed or materials supplied the previous month, the TOWN shall pay the CONTRACTOR the amount of the invoice.
- B. With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement, and that all payrolls, material bills and other indebtedness connected with the work have been paid. The billings shall include, if applicable, all charges for consultants, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.

ARTICLE 6: NON-PERFORMANCE

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another CONTRACTOR for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the TOWN and certified to the CONTRACTOR.

TOWN may declare CONTRACTOR to be in default of this Agreement in the event that CONTRACTOR:

- A. Fails to adequately perform collection service required by the Agreement and such failure is of at least two (2) consecutive days duration and occurs two (2) or more times during a twelve-month period;

- B. Neglects, fails, or refuses to comply with a material term of this Agreement;
- C. Fails to perform collection services required by the Agreement for at least two (2) consecutive days duration and TOWN has reasonable grounds to believe that CONTRACTOR has abandoned work;
- D. Disposes of any Recyclable Material or Solid Waste at any other location than a fully permitted facility approved by the TOWN;
- E. Receives more than one hundred (100) verified Service Recipient Complaints per 5,000 customers per month during any three (3) consecutive months;
- F. Performs more than two (2) verified Missed Collections per month during any three (3) consecutive months; or,
- G. Incurs greater than two thousand five hundred dollars (\$2,500.00) in combined Property and Liquidated Damages per month during any two (2) consecutive months.

ARTICLE 7: TERMINATION

In addition to the provisions of Article 6 of this Agreement, the TOWN shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of this Agreement after the first year.

ARTICLE 8: NOTICE

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

Town of Sharon, Massachusetts
Frederic E. Turkington, Jr., Town Administrator
Select Board's Office
90 South Main Street
Sharon, MA 02067
Telephone: 781.784.1500 x1160
Facsimile: 781.784.1502
fturkington@townofsharon.org

Contractor:

Name: _____
Title: _____
Company: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail: _____

ARTICLE 9: INSURANCE

General

The insurance coverage listed below must be maintained during the life of the Contract. Prior to beginning work under this Contract, the Contractor must provide the Town of Sharon with certificates of insurance, acceptable to the Municipality, showing each of the insurance policies required under this Contract, the insurance company, policy number, any endorsements, amount of insurance, deductibles and/or self-insured retentions, and policy effective and expiration dates.

Insurance shall be provided by insurers authorized to transact business in Massachusetts and having at least an "A" Best's Rating and a Class VII financial size category. Insurance policies shall contain a provision or endorsement stating that coverage will not be canceled, or renewal refused unless at least thirty-days (30) prior written notice has been delivered or mailed to the Town of Sharon and the Contractor. Certificates of insurance shall contain a statement confirming the thirty-days' (30) prior written notice. Any coverage that expires during the period in which it is to remain in full force and effect shall be renewed and a certificate filed with the Town of Sharon within fifteen (15) days of the renewal. The Town of Sharon reserves the right to request certified complete copies of all policies and endorsements required under this Contract at any time during the Contract term.

Worker's Compensation Insurance

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

Comprehensive General Liability Insurance

The Contractor, at its own expense, must maintain during the life of the Contract comprehensive general liability insurance written on an occurrence basis, including without limitation the following coverage: bodily injury and death liability; personal injury liability (with no employee exclusion); independent Contractor protective liability; broad form property damage (with X, C, and U coverage) and contractual liability. This insurance shall not contain a care, custody and control exclusion. The policy must identify the Town of Sharon, its officials, employees and volunteers as an additional insured. This insurance shall be written with respect to all coverage, for not less than the following minimum policy limits: \$1,000,000 each occurrence; \$2,000,000 aggregate; \$1,000,000 products completed operations, \$1,000,000 personal advertising injury, \$100,000 damage to rented premises and \$5,000 medical payments. Coverage shall include and name the Town of Sharon, its officials, employees, and volunteers as additional insured and will include the endorsement forms CG 20 12 04 03 and CG 20 37 04 13 (or their equivalents). This policy shall contain a waiver of subrogation in favor of the Town of Sharon. Coverage shall be primary and non-contributory.

Comprehensive Business Motor Vehicle Liability Insurance

The Contractor, at its own expense, must maintain during the life of the Contract comprehensive business motor vehicle liability insurance written on an occurrence basis, with no deductible including without limitation coverage for: bodily injury and death liability; property damage and any other hazard arising out

of the ownership, maintenance, or use of motor vehicle. Such coverage shall be in accordance with Applicable Law, including, but not limited to, the automobile insurance and hazardous waste transport liability laws and regulations of the United States, the Commonwealth of Massachusetts, and any other states where the Contractor may maintain its principal place of operation and/or staff or maintain personnel or equipment. This insurance shall be written with respect to all coverage, for not less than the following policy limits: \$1,000,000 each occurrence. The Policy will include additional insured status for the Town of Sharon, its officials, employees and volunteers. The policy will include a waiver of subrogation and shall be primary and non-contributory.

Pollution and Hazardous Waste Liability

The Contractor, at its own expense, must maintain during the life of this Contract, pollution and hazardous waste liability insurance coverage. "Hazardous Materials" as used herein shall include substances defined or classified as a "hazardous substance," "toxic substance," "hazardous material," "hazardous waste," "hazardous pollutant," or "toxic pollutant," or otherwise denominated as hazardous, toxic, or a pollutant in: (A) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, as amended (CERCLA); (B) the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., as amended ("RCRA"); (C) the Massachusetts Hazardous Waste Management Act, Massachusetts General Laws Chapter 21C, as amended ("Chapter 21C"); (D) the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Massachusetts General Laws Chapter 21E, as amended ("Chapter 21E"); (E) any other Federal, State, or local law or ordinance addressing the protection of human health, safety, welfare, or the environment, as amended or (F) regulations promulgated pursuant to CERCLA, RCRA, Chapter 21C, Chapter 21E, or other applicable environmental laws, as amended.

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

Commercial Umbrella

The Contractor, at its own expense, must maintain during the life of the Contract commercial umbrella insurance written on an occurrence basis, including without limitation the following coverage: bodily injury and death liability; personal injury liability (with no employee exclusion); independent Contractor protective liability; broad form property damage (with X, C, and U coverage) and contractual liability. The minimum policy limits: \$5,000,000 per occurrence and \$5,000,000 aggregate. The policy shall follow form over the general liability and commercial automobile policy.

ARTICLE 10: PERFORMANCE AND PAYMENT BONDS

The contractor shall furnish for the term of this Contract a 100% Performance Bond, annually 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.

ARTICLE 11: SUBCONTRACTING OF WORK

The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Contract to any corporation, entity or person without the prior written approval of the TOWN.

ARTICLE 12: PREVAILING WAGE RATES

The CONTRACTOR shall pay the prevailing wage and comply with Mass. Gen. L. Ch. 149, Sec. 26 – 27D, and a Statement of Compliance shall be included in the Contract Documents. Pursuant to Mass. Gen. Laws Ch. 149, Sec. 26 and 27B, the CONTRACTOR (and every subcontractor) shall file weekly certified payroll records with the TOWN for all employees who have worked on the Project. The TOWN and the CONTRACTOR shall preserve said records for a period of not less than three (3) years from the date of completion of the Contract.

ARTICLE 13: OWNERSHIP OF DOCUMENTS

Upon completion of the final payment to the CONTRACTOR, the TOWN shall be the owner of all plans, specifications, electronic data and computations created by the CONTRACTOR that relate to this Agreement. The TOWN agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the CONTRACTOR harmless from any liability for the TOWN'S use of these documents in any future project not directly related to the subject matter of this Agreement.

ARTICLE 14: MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

ARTICLE 15: GUARANTEE OF WORK

- A. Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR against defects resulting from the use of inferior materials, equipment, or workmanship for one (1) year from the date of final completion of the Contract.
- B. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the TOWN are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract, the CONTRACTOR shall, promptly upon receipt of notice from the TOWN and at its own expense:

- (1) Make goods and services conform to this Agreement;
- (2) Make good all damage to the site, or equipment or contents thereof, which, in the opinion of the TOWN, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
- (3) Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

ARTICLE 16: GOVERNING LAW

The CONTRACTOR shall perform the work required under this Contract in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance there under are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders

ARTICLE 17: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the TOWN and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONTRACTOR. Neither the TOWN nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

IN WITNESS WHEREOF the parties hereto have executed copies of this Agreement the day and year first above written. *

*If a Corporation, attach to each signed copy of this Contract an attested copy of the vote of the Corporation on authorizing the said signing and sealing.

CONTRACTOR:

BY: _____

Title: _____

Date: _____

Corporate Seal:

TOWN OF SHARON, MASSACHUSETTS:

BY: _____

Frederic E. Turkington Jr., Town Administrator

Dated: _____

Approved as to Funds Availability

Krishan Gupta, Finance Director

Dated: _____

APPENDIX A

Town of Sharon Curbside Collection July 2022 - June 2023

JULY 2022							AUGUST 2022							SEPTEMBER 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6					1	2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30	
31																				
OCTOBER 2022							NOVEMBER 2022							DECEMBER 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5					1	2	3
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
30	31																			
JANUARY 2023							FEBRUARY 2023							MARCH 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25
29	30	31					26	27	28					26	27	28	29	30	31	
APRIL 2023							MAY 2023							JUNE 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1		1	2	3	4	5	6					1	2	3
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	
30																				

LEGEND

- Farnham Road Open 11:00 am to 4:00 pm
- Holiday, no trash or recycling collection
- Curbside Leaf Collection

HOLIDAY COLLECTION

There will be no trash and recycling collection on days marked Holiday. Collection will be delayed by one day for the remainder of the week following the holiday.

Independence Day	July 4, 2022
Labor Day	September 5, 2022
Rosh Hashanah	September 26, 2022
Yom Kippur	October 5, 2022
Thanksgiving Day	November 24, 2022
Memorial Day	May 29, 2023

APPENDIX A (continued)

Town of Sharon Trash & Recycling Information

Department of Public Works
Contact Information
 781-784-1525 ext. 2314
curbsidecollection@townofsharon.org

NEVER MISS ANOTHER TRASH COLLECTION AGAIN!

Visit <https://www.townofsharon.net/recollect> to sign up for this new feature!

You can also sign up for reminders by email, text message, or phone call. You can search for an item to learn if it can be recycled.



See your waste collection schedule



Receive reminders about your collection day



Learn if materials can be recycled

ReCollect

OVERFLOW BAGS

- Residents may purchase yellow overflow bags (33 gallons) imprinted with the Town Seal as the following local retail establishments.

Big Y	
1111 Providence Hwy, Walpole	508-660-9710
Shaw's	
780 S. Main St, Sharon	781-784-5995
Stop & Shop	
1415 Providence Hwy, Norwood	781-255-1141

- There is no limit to the number of overflow bags a resident can put curbside with their trash.

RECYCLABLES

Sharon operates a single stream program. Recyclables must be dry, loose (**not bagged**), and include only the following:

- Aluminum cans – empty
- Plastic bottles/containers with symbols #1 - #7 – empty
- Steel and tin cans – empty
- Glass food and beverage containers – brown, clear, or green – empty
- Newspaper, mail, magazines, glossy inserts, and pamphlets.
- Uncoated paperboard (exp. Cereal boxes, food, and snack boxes)
- Old corrugated containers/cardboard (uncoated)
- Uncoated printing, writing, and office paper

CLOTHING AND TEXTILES

Drop boxes located at all schools in Sharon accept clothing, footwear, and household textiles. Money is earned by the schools for these donations!

FOOD SCRAPS/ORGANIC MATERIAL COMPOST

Return food scraps and other organic material to the soil to be reused. Visit Black Earth Compost, www.blackearthcompost.com for more information.



LEAVES/BRUSH/YARD WASTE

Leaves will be collected curbside by Republic Services between **October 24, 2022** and **December 2, 2022** on your regular trash collection day.

- A spring curbside leaf collection will take place the weeks of **April 24, 2023** and **May 8, 2023** on your regular collection day.
- Leaves must be in biodegradable paper bags only; plastic bags will not be collected.
- The Farnham Road compost site will be open from 11:00 a.m. to 4:00 p.m. on the Saturdays and Sundays marked in yellow on the calendar.

ADDITIONAL RECYCLING/ DISPOSAL OPTIONS

The following is information regarding recycling and disposal options outside of the curbside program.

Visit the DPW page on the Town of Sharon website, www.townofsharon.net, to schedule a drop-off time and pay any fees for bulk items for disposal.



Fluorescent Bulbs

- CFL & 4" = .50 each | 8" = \$1.00 each

Mercury Items

- There is no charge for mercury items. All items containing mercury must be kept out of the trash.

Plastic Bags

- Most supermarkets have receptacles for recycling plastic bags.
- Plastic bags must be kept out of curbside recycling bin.

Scrap Metal

- Items accepted include gas/charcoal grills, bicycles, lawnmowers, hot water heaters, etc. No fee for scrap metal.



Can I Recycle it?

Go to recyclesmartma.org to see if your item belongs in the recycle bin!

BULKY ITEM & ELECTRONICS COLLECTION



Call **REPUBLIC SERVICES** 800-825-3260, to arrange for collection. Fees apply and are paid by credit card directly to Republic Services.

NON-RECYCLABLES

Items not recyclable in the curbside program include, but are not limited to the following:

- Plastic bags and bagged materials (even if containing recyclables).
- Window, auto glass, mirrors, light bulbs.
- Glass and metal cookware/bake ware.
- Hoses, cords, wires.
- Flexible plastic or film packaging and multi-laminated materials.
- Food waste and liquids, containers containing such items
- Coat hangers.
- Yard waste, construction debris, and wood.
- Napkins, paper towels, tissue, plates, cups, and utensils, coated cardboard.
- Textiles, cloth, or any fabric bedding, pillows, sheets, etc.



HOUSEHOLD HAZARDOUS WASTE

Sharon will hold two annual collection events per year. Examples of items accepted during the hazardous waste collection:

- Automotive Products:** Motor oil, antifreeze, gasoline, car wax & cleaners, brake fluid, transmission fluid, windshield wiper fluid, etc.
- Home Improvement Products:** Oil-based paint (NO latex or acrylic paint), varnish, oil-based stain, paint thinner; paint stripper, caulk, adhesives, etc.
- Pesticides:** Insecticide & insect repellent, weed killer, rat & mouse poison, pet spray & dip, wood preservative, etc.
- Household Cleaners:** Furniture polish & wax, drain opener, oven cleaner, tub & tile cleaner, toilet bowl cleaner, bleach, ammonia, etc.
- Other:** Fertilizers, driveway sealer, pool chemicals, lighter fluid, etc.

APPENDIX B

The sample Certificate of Liability Insurance is to be used as a guide when providing the required documentation.

ACORD_{TM}		SAMPLE CERTIFICATE CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) insert date																				
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).</p>																								
PRODUCER Name and Address of Insurance Broker		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 2px;">CONTACT NAME: insert name</td> </tr> <tr> <td style="padding: 2px;">PHONE (A/C, No, Ext): insert phone #</td> <td style="padding: 2px;">FAX (A/C, No):</td> </tr> <tr> <td colspan="2" style="padding: 2px;">E-MAIL ADDRESS: insert email address</td> </tr> <tr> <td colspan="2" style="padding: 2px;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2" style="padding: 2px;">INSURER A: Insert Name of Insurance Company</td> </tr> <tr> <td colspan="2" style="padding: 2px;">INSURER B: Insert Name of Insurance Company</td> </tr> <tr> <td colspan="2" style="padding: 2px;">INSURER C: Insert name of Insurance Company</td> </tr> <tr> <td colspan="2" style="padding: 2px;">INSURER D: Insert name of Insurance Company</td> </tr> <tr> <td colspan="2" style="padding: 2px;">INSURER E: Insert name of Insurance Company</td> </tr> <tr> <td colspan="2" style="padding: 2px;">INSURER F: Insert name of Insurance Company</td> </tr> </table>			CONTACT NAME: insert name		PHONE (A/C, No, Ext): insert phone #	FAX (A/C, No):	E-MAIL ADDRESS: insert email address		INSURER(S) AFFORDING COVERAGE		INSURER A: Insert Name of Insurance Company		INSURER B: Insert Name of Insurance Company		INSURER C: Insert name of Insurance Company		INSURER D: Insert name of Insurance Company		INSURER E: Insert name of Insurance Company		INSURER F: Insert name of Insurance Company	
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INSURER D: Insert name of Insurance Company																								
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INSURER F: Insert name of Insurance Company																								
INSURED Insert name and address of Named insured																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">COVERAGES</th> <th style="width: 40%;">CERTIFICATE NUMBER:</th> <th style="width: 50%;">REVISION NUMBER:</th> </tr> </table>					COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:																	
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:																						
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>																								
INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	Policy #	Policy Dates		EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000																	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	Policy #	Policy Dates		COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		Policy #	Policy Dates		EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000																	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X	Policy #	Policy Dates	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000																	
D	Environmental Pollution Policy			Policy #	Policy Dates		Indicate of Claims-Made Policy or Occurrence Form and if any retention/deductible \$1,000,000 Limit of Liability \$3,000,000 Aggregate																	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Town of Sharon, its officials, employees and volunteers are included as additional insured under the general liability and commercial automobile policies. Commercial Umbrella policy is follow form over the general liability and commercial automobile. Waiver of subrogaton applies to the general liability, commercial automobile and workers compensation. Primary and non-contributory applies to all policies except the workers compensation policy. The general liability policy will include endorsements CG 20 12 04 13 and CG 20 37 04013 naming the Town of Sharon, its officials, employees and volunteers as additional insureds. Endorsements will be included along with the certificate of insurance																								
CERTIFICATE HOLDER Town of Sharon Town Hall 90 South Main St. Sharon, MA 02067-1954				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Insert valid signature																				

APPENDIX C – MUNICIPAL LOCATIONS

Location	Pickup Schedule	Notes	Price per Pickup (\$ and written)
Schools			
High School			
35 yd Compactor: Trash	On Call Basis (Est: 1x/quarter)		
35 yd Compactor: Recycle	On Call Basis (Est: 1x/quarter)		
Middle School			
10 yd: Trash	3X/week	Modified Summer Schedule & Reduced Service during school vacation	
10 yd: Recycle	every other week		
Cottage Street Elementary			
10 yd Trash+	2X/week	Modified Summer Schedule & Reduced Service during school vacation	
10 yd Recycle	1x every other week		
East Elementary			
10 yd Trash	2X/week	Modified Summer Schedule & Reduced Service during school vacation	
10 yd Recycle	1x every other week		
Heights Elementary			
10 yd Trash	2X/week	Modified Summer Schedule & Reduced Service during school vacation	
10 yd Recycle	1x every week		

APPENDIX C – MUNICIPAL LOCATIONS (continued)

Location	Pickup Schedule	Notes	Price per Pickup (\$ and written)
Town Municipal Buildings			
<i>Community Center</i>			
10 yd Trash	2x/week		
10 yd Recycle	1x/month		
<i>Town Offices</i>			
6 yd Trash	1x/week		
6 yd Recycle	1x/week		
<i>Public Safety Building</i>			
10 yd Trash	1x/week		
10 yd Recycle	1x/week		
<i>DPW</i>			
(2) 30 yd Trash	2x/month		

APPENDIX C – MUNICIPAL LOCATIONS (continued)

Location	Pickup Schedule	Notes	Price per Pickup \$ and written
Town Fields & Beaches			
<i>Deborah Sampson Park</i>			
10 yd Trash	1/week w/additional pickups during tournaments (2)	Service: Mid April - November 30	
<i>Ames Playground</i>			
4 yd Trash	1/week w/additional pickups during tournaments (3)	Service: Mid April - Mid November	
4yd Recycle	1/month	Service: May - October	
<i>Veterans' Memorial Beach</i>			
(2) 10 yd Trash	1x/week For Service: April 1 - Mid May After Labor Day - Oct 31	2x/week For service: Mid May - Labor Day	
10 yd Recycle	On call May 1 - Oct 30	Approximately 1x/month	
<i>Community Center Beach</i>			
4 yd Trash	1x/week For service: May & Sept	2x/week June - Aug	

APPENDIX D – PREVAILING WAGE RATES



MAURA HEALEY
Governor

KIM DRISCOLL
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

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: Town of Sharon
Contract Number: **City/Town:** SHARON
Description of Work: Bid for pickup of residential trash and recyclables.

Job Location: 217 Rear South Main Sharon Ma

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- 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 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, the 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. The annual update requirement is not applicable to 27F "rental of equipment" contracts. **The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.**
- 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 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 a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons 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. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must 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. For a sample payroll reporting form go to <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.
- Contractors must obtain the wage schedules from awarding authorities. 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.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Issue Date: 03/14/2023

Wage Request Number: 20230224-052

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Trash/Recycle						
Driver	07/01/2022	\$25.38	\$9.63	\$0.00	\$0.00	\$35.01
{SHARON}	07/01/2023	\$26.07	\$9.63	\$0.00	\$0.00	\$35.70
	07/01/2024	\$26.73	\$9.63	\$0.00	\$0.00	\$36.36
Laborer	07/01/2022	\$24.33	\$9.63	\$0.00	\$0.00	\$33.96
{SHARON}	07/01/2023	\$24.83	\$9.63	\$0.00	\$0.00	\$34.46
	07/01/2024	\$25.31	\$9.63	\$0.00	\$0.00	\$34.94

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, 4:5, 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.

Issue Date: 03/14/2023

Wage Request Number: 20230224-052

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