

MUNICIPAL CONTRACTING FOR  
CURBSIDE RECYCLING COLLECTION PROGRAMS  
AND RELATED SERVICES:

CONTRACT TEMPLATE

OCTOBER 1997

PREPARED FOR:

**MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
DIVISION OF SOLID WASTE MANAGEMENT

*[This page is intentionally left blank.]*

## USING THE CONTRACT TEMPLATE

The following contract template can be used as a tool by Massachusetts municipalities to develop bid documents and contracts for their curbside recycling collection programs and related services.

The template was developed because the Massachusetts Department of Environmental Protection recognized the impact that a well written, researched and complete contract could have on the quality, diversion rate, and cost of recycling collection programs.

The template is divided into two major sections: the contract **outline**, which also serves as a table of contents, and the **contract** language which contains suggested and optional language for insertion in each piece of the outline.

Each section of the suggested contract language begins with a short explanation of the contract element, and in some cases its applicability to certain communities, followed by **“Suggested Language”** to use in a contract. Several **“Options”** for contract language are offered under some of the contract elements to enable the municipality to select the most appropriate language to fit their program. Some contract language must also be added to fit the particular characteristics of a community or may need to be modified to describe the type and level of service desired. These sections are noted in *italic* within the suggested contract language.

It should be noted that not all municipalities will use all sections of this contract template. For example, municipalities who are contracting for recyclables collection but not MSW collection should first delete the MSW section before proceeding with developing a contract for the services they require.

The template, consisting of the outline, and suggested language for each section, is provided on a diskette for use in electronically creating a contract unique to each municipality. Of course, this paper copy can also be used to manually cut and paste a contract together. The diskette contains two files:

<b>File Name</b>	<b>Format</b>	<b>Content</b>
/OUTLINE	WP 6.1	Complete Outline of all Contract Elements
/CONTRACT	WP 6.1	Description of Contract Elements and Suggested Contract Language

The “OUTLINE” file can be used as a shell or “template” for developing the contract for a particular program. The user can simply select the **Suggested Language or Option**, contained in the “CONTRACT” file for each contract element that is most appropriate and copy it into the “OUTLINE” shell file. If neither the suggested nor optional language is appropriate, then the user can modify the language or input new language for that particular contract section. In addition, contract elements that are not necessary can simply be deleted from the outline. Once unnecessary sections have been deleted, and the most appropriate elements copied to the outline, the resulting document should result in a comprehensive draft contract.

The electronic version of the contract template was created in WordPerfect V. 6.1 for Windows. For those users who work with different word processing software, it is likely that the software can be used to create the document in another format. To construct the draft contract using WordPerfect, the contract language selected from the /CONTRACT file must be copied onto the OUTLINE file, using the “Copy” command under the “Edit” menu, and then pasted, using the “Paste” command under the “Edit” menu, into the appropriate section heading in the /OUTLINE file. Take care to copy only the contract language, which is distinguished by the use of a smaller sans serif font, and not the header above it (i.e. Suggested Language, Option 1) into the outline. Once all of the appropriate sections of contract language are copied into the /OUTLINE file, the section numbering can be modified to reflect the contents of the new contract.

**IMPORTANT:** A second copy of the /OUTLINE file should be made prior to pasting text into the file in order to preserve the original version. Also, it is important to use the “Copy” instead of the “Cut” command when moving text from the /CONTRACT file into the /OUTLINE file to maintain the contents of the original /CONTRACT file.

### Source of Suggested Contract Language

The suggested contract language and options were developed by researching contracts from 42 municipalities and counties in 21 states. Language is included that appears to be the most comprehensive, or to illustrate the range of options potentially available.

### Contracting Options

As illustrated by Table 1, there are a wide range of services that can be privatized. The contract template attempts to address the contracting options that relate to recyclables’ collection.

**TABLE 1. CONTRACTING OPTIONS FOR MUNICIPALITIES**

SERVICE	OPTION
Curbside Recycling Collection Service	One service territory or several service districts Residential units, multi-family units and small businesses may be served under the same or separate contracts.
Curbside MSW Collection Services	One service territory or several service districts Residential units, multi-family units and small businesses may be served under the same or separate contracts. Recycling may be combined with MSW collection, or separately contracted.
Leaf and Yard Waste Collection Services	One service territory or several service districts.

Recyclables Processing and Marketing	Processing and marketing services, with or without revenue sharing. Collection and processing may be combined or separate contracts.
MSW Disposal Contract	Designated disposal facility for collection contractor. Collection and disposal may be combined or separate contracts.

**Disclaimer**

Contracting options are multiple and many good resources exist for municipalities wishing to learn more about contracting. This template is not meant to be a guide to contracting and cannot replace the research done by program managers in designing their recycling programs. Instead it seeks to provide a tool to help municipalities draft complete contracts for curbside recycling collection programs and related services, once the municipality has determined the scope of services to be contracted.

It is also important to involve the municipal attorney in a review of the resulting contract prior to releasing it for bids. This will assure that you have the legal authority to issue and enforce the contract as drafted. It should not be assumed that because the language is acceptable for one municipality that it will be acceptable to a new municipality given their local ordinances and charter and state law. In particular, public bidding requirements and compliance with other provisions of the General Laws should be examined including any local bidding requirements contained in municipal ordinances or by-laws.

## CONTRACT TEMPLATE

SECTION I: DEFINITIONS .....	1
SECTION II: COLLECTION SERVICES .....	3
A. SCOPE OF SERVICES .....	3
A.1 General Provisions .....	3
A.2 Area of Service .....	3
B. COLLECTION SERVICE - RECYCLABLES .....	3
B.1 Service Recipients .....	4
B.1 a Change in Service Recipients .....	4
B.2 Collection Frequency .....	4
B.3 Collection Procedures .....	4
B.3 a Collection Method .....	5
B.3 b Manner of Collection .....	5
B.3 c Litter Prevention and Spill Clean Up .....	5
B.3 d Interruption of Service .....	5
B.3 e Contamination and Improper Set Out .....	5
B.4 Set Out Procedures .....	6
B.5 Designated Receiving Facility (Optional) .....	6
B.6 Ownership of Materials .....	6
B.7 Change in Designated Recyclables .....	7
C. COLLECTION SERVICE - REFUSE .....	7
C.1 General Provisions .....	7
C.1 a Change in Service Recipients .....	7
C.2 Collection Frequency .....	7
C.3 Collection Procedures .....	7
C.3 a Manner of Collection .....	8
C.3 b Litter Prevention and Spill Clean Up .....	8
C.3 c Interruption of Service .....	8
C.4 Set Out Procedures .....	8
C.5 Location of Disposal Facility .....	8
C.6 Pay Per Bag Refuse Collection (Optional) .....	8
C.6 a Collection Procedures .....	9
D. PROVISION OF CONTAINERS/BAGS .....	9
D.1 Distribution of Containers / Bags .....	9
D.1 a Replacement of Containers .....	10
D.2 Provision and Distribution of Refuse Bags - Pay Per Bag System (Optional) .....	10
D.2 a Provision of Bags .....	10
D.2 b Distribution and Inventory of Bags .....	11
E. COLLECTION SCHEDULE .....	11
E.1 Scheduling Collection .....	11
E.2 Hours of Collection .....	11
E.3 Changes to Schedule .....	12
F. HOLIDAYS AND MAKE-UP COLLECTION .....	12

F.1	Holidays .....	12
F.2	Make-up Collection .....	12
G.	SPECIAL COLLECTION SERVICES .....	12
H.	MISSED COLLECTIONS AND COMPLAINTS .....	13
I.	SCAVENGING.....	13
J.	EQUIPMENT .....	14
J.1	General Provisions .....	14
J.2	Back Up Equipment.....	14
J.3	Vehicle Condition, Maintenance & Repair.....	14
J.4	Vehicle Appearance & Signage.....	15
J.5	Licenses & Registration.....	15
K.	ROUTES.....	15
K.1	Route Data .....	15
K.2	Modifications to Routes.....	15
L.	DISPOSAL PROHIBITION.....	16
M.	WASTE MINIMIZATION.....	16
SECTION III: OTHER SERVICES .....		17
A.	PUBLIC INFORMATION AND EDUCATION PROGRAM.....	17
A.1	General Provisions .....	17
A.2	Special Requirements .....	17
A.2 a	Flyers .....	18
A.2 b	Distribution of Start-Up Door Hangers .....	18
A.3	News Media Relations.....	18
B.	LOCAL OFFICE AND PRESENCE.....	18
C.	TELEPHONE AND CUSTOMER SERVICE .....	19
C.1	Emergency Telephone Number .....	19
C.2	Multilingual/TDD Service .....	19
D.	EMERGENCY/OTHER SERVICES .....	19
D.1	Weather .....	20
E.	PARTICIPATION IN PILOT STUDIES .....	20
F.	BILLING SERVICES .....	20
SECTION IV: RECYCLABLES PROCESSING AND MARKETING SERVICES.....		21
A.	COLLECTION CONTRACTOR RESPONSIBLE FOR PROCESSING / MARKETING RECYCLABLES .....	21
A.1	General Provisions .....	21
A.2	Change in Processing Facility.....	21
B.	DESIGNATED PROCESSING FACILITY .....	21
B.1	Contamination Restriction .....	22
C.	SEPARATE PROCESSING CONTRACT .....	22
C.1	Facility Operations .....	22
C.1 a	Operating Hours.....	22
C.1 b	Access Rights.....	22
C.1 c	Delivery/Queuing Time at Facility .....	23
C.1 d	Processing Capacity.....	23

C.2	Minimum Processing Requirements .....	23
C.2 a	Designated Materials and Quantities .....	23
C.2 b	Sorting.....	24
C.2 c	Weighing.....	24
C.2 d	Quality Control .....	24
C.2 e	Contingency Plans .....	24
C.2 f	Reporting .....	25
C.3	Marketing and Disposition of Recyclable Material.....	25
C.3 a	Markets .....	25
C.3 b	Revenue Sharing.....	25
C.3 c	Disposal Prohibition .....	26
C.4	Standards for Product Quality & Residue (Optional) .....	26
C.4 a	Product Quality and Residue .....	26
C.4 b	Product Quality Standards .....	26
C.4 c	Facility Delivery Standards .....	27
SECTION V:	ADDITIONAL REQUIREMENTS FOR COLLECTION SERVICES .....	28
A.	EMPLOYEE APPEARANCE AND CONDUCT .....	28
A.1	Employee Uniforms .....	28
A.2	Employee Conduct .....	28
B.	COLLECTION SUPERVISION .....	28
B.1	Identification of Key Personnel .....	28
B.2	Collection Supervision.....	28
C.	REPORTS AND RECORD KEEPING .....	29
C.1	Customer Database .....	29
C.2	Weight Receipts .....	29
C.3	Monthly Project Status Reports .....	29
C.4	Quarterly Reports (Optional).....	30
C.5	Annual Reports .....	30
D.	INSPECTIONS .....	30
E.	PERFORMANCE REVIEW .....	31
F.	MEETINGS AND COMMUNICATIONS .....	31
SECTION VI:	COMPENSATION .....	33
A.	BASE RATE.....	33
A.1	Collection Services .....	33
A.2	Processing and Marketing Services .....	34
B.	REVENUE FROM SALE OF RECYCLABLES .....	34
B.1	Revenue Sharing.....	34
B.2	Payment of Market Revenues .....	36
B.3	Right to Inspect Books.....	36
C.	COMPENSATION FOR ADDITIONAL SERVICES .....	36
D.	INVOICING AND PAYMENT .....	36
D.1	Collection Services Invoice .....	36
D.2	Processing and Marketing Services Invoice .....	37
D.3	Municipality Review and Payment.....	37



E.	ADJUSTMENTS TO PAYMENT .....	37
F.	WITHHOLDING OF MONTHLY PAYMENT .....	38
G.	ANNUAL ADJUSTMENT .....	38
SECTION VII: GENERAL TERMS AND CONDITIONS .....		39
A.	CONTRACT TERM AND RENEWAL PROVISIONS .....	39
A.1	Term.....	39
A.2	Extension of Term.....	39
A.3	Amendment.....	39
B.	COMPLIANCE WITH LAWS AND REGULATIONS .....	39
B.1	Applicable Laws and Regulations .....	39
B.2	Permits and Licenses .....	40
B.3	Laws to Govern.....	40
C.	FAIR LABOR PRACTICES .....	40
C.1	Equal Employment Opportunity and Nondiscrimination .....	40
C.2	Wage Rates .....	40
C.3	Hiring of Displaced Workers .....	41
D.	SUBCONTRACTORS .....	41
E.	ASSIGNMENT OF CONTRACT .....	41
F.	INDEMNIFICATION AND HOLD HARMLESS.....	42
G.	INDEPENDENT CONTRACTOR.....	42
H.	SEVERABILITY .....	42
I.	PERFORMANCE BOND.....	42
J.	DAMAGES.....	43
J.1	Property Damage .....	43
J.2	Liquidated Damages .....	43
K.	CONTRACTOR DEFAULT .....	46
L.	SUCCESSORS AND ASSIGNS .....	47
M.	BUY OUT CLAUSE .....	47
N.	TERMINATION .....	47
SECTION VIII: INSURANCE REQUIREMENTS .....		49

APPENDIX A - Description of Service Area

APPENDIX B - List of Service Recipients

APPENDIX C - Container and/or Bag Specifications

1. Recycling Containers Specifications
2. Refuse Container Specifications
3. Refuse Bags Specifications (Pay per bag program)

APPENDIX D - List of Contracts Provided For Project

APPENDIX E - Organizations Issuing Product Quality Standards

APPENDIX F - Example of Facility Delivery Standards

## SECTION I: DEFINITIONS

Purpose: *Definitions can be used to define terms for use in the contract such as the materials to be collected in the curbside recycling program, or what is acceptable for use as a recycling container. Sample definitions are provided below. However, each definition should be evaluated carefully and may need to be customized to adhere to the specific characteristics of the community's program.*

### **Contaminant**

Any material other than Designated Recyclables that is left in the Recycling Container including any material that is mixed with Designated Recyclables but specified as not acceptable for recycling in the program educational/promotional material.

### **Designated Recyclables**

*The two options listed below are examples. Please note that material specifications change often and should be reviewed carefully with the processing facility prior to contracting.*

#### **Option 1 (Western Massachusetts MRF, Springfield)**

Recycled material collected will be in accordance with the requirements of the Western Massachusetts Materials Recycling Facility (MRF).

**Paper products:** newspapers, magazines, office paper, books (hard cover removed).

**Corrugated products:** boxes, large cartons, paper bags, beer or soda cartons.  
(Paper and corrugated products are commingled and collected together.)

**Commingled containers:** glass containers, metal and aluminum containers, plastic bottles.  
(Note this is a separate collection from paper and corrugated products.)

#### **Option 2 (BFI MRF, Auburn)**

**Newspaper stream:** newspaper, including news and inserts (newspaper should not be tied or placed in plastic bags); magazines; catalogues and telephone books; draft paper; white paper; computer printout paper; box board (clean frozen vegetables containers, cereal boxes, pasta boxes, etc.); paper bags; junk mail; manilla folders and envelopes; and, corrugated cardboard that is 2' x 2' or smaller.

**Commingled stream:** aluminum food and beverage containers (including pet food containers); aluminum foil and pie plates; coated steel food and beverage containers (lids and labels may be included); clear, green and brown glass; food and beverage containers (labels, caps and rings may be included); ceramics, plates, mirrors and drinking glasses are not included); and, plastic containers (#1 through #7), labels and caps may be included.

#### **Option 3 (Source separated)**

**Paper products:** newspapers, magazine, mix.

**Containers:** glass containers, metal and aluminum containers, and plastic bottles (1 & 2 only).

### **Holiday**

Refers to the following days: *[New Year's Day, Martin Luther King's Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. (Add or remove those that apply.)]*

**Missed Collection**

A properly prepared set out, on a regularly scheduled collection day for that Service Area, that is set out before the collection vehicle services that area (during designated hours of operation) that is not picked up by the Collection Contractor

**Processing**

Refers to accepting, sorting, preparing for transport, and marketing recyclables.

**Recyclables**

Means all of the currently collected materials listed as Designated Recyclables.

**Recycling Container**

Bin/container used for the set out of recyclables and conforming to the specifications provided in [Appendix C].

**Refuse Container**

Container used for the set out of refuse and conforming to the specifications provided in Appendix C.

**Refuse**

Shall mean [commercial trash, household trash and garbage] excluding Designated Recyclables.

**Service Area**

The area within the MUNICIPALITY in which the collection service is provided by the CONTRACTOR, as specified in Appendix A.

**Service Recipient**

Those customers who shall receive collection services under this contract as specified in Appendix B.

**Set-Out**

***Acceptable Set-Out***

***Option 1 (Commingled Set-Out)***

A set-out of Designated Recyclables that has all commingled containers placed in the Recycling Container and all paper placed inside separate kraft bags and placed on top or beside the Recycling Container. Paper shall not be bundled or placed in plastic bags. Overflow material shall be placed adjacent to the Recycling Container in [brown paper and/or clear plastic] bags or other easily handled container.

***Option 2 (Source Separated)***

Each Designated Recyclable material shall be separated by the resident and bagged and placed in or next to the Recycling Container.

***Unacceptable Set-Out***

***Option 1***

A set-out that does not meet the requirements of an Acceptable Set-Out.

***Option 2***

A set-out with more than 10% contamination of garbage, trash or non-designated recyclables.

***Option 3***

A set-out of Designated Recyclables that are mixed with garbage, trash and rubbish normally collected by solid waste collection crews.

## SECTION II: COLLECTION SERVICES

### A. SCOPE OF SERVICES

Purpose: *This section defines the types of collection services to be provided by the contractor. The municipality may choose to enter into one or several contracts with contractor(s) to provide various solid waste services. For example, combining recycling and MSW collection into one contract or combining recycling collection with processing can enable a contractor to organize a more efficient system. Also, larger municipalities may want to divide up the service area into several collection districts to stimulate competition. To provide any of these contracting options, municipalities must structure the contract start dates and term so that they coincide when rebidding these services.*

*When responsible for multiple services, a contractor may be able to combine administration, billing, management, maintenance and other services and reduce costs. Conversely, combining services in a single contract can make it more difficult for small local companies to bid on the contract, thus reducing competition. A number of communities request cost proposals for both separate and combined services and decide the most cost effective approach based on bids submitted.*

#### A.1 General Provisions

##### **Suggested Language:**

This Contract between MUNICIPALITY and CONTRACTOR is for the provision of solid waste services. The CONTRACTOR shall provide the following service(s) to all Service Recipients:

*[select those that apply:*

*curbside collection and transport of recyclables*

*curbside collection and transport of refuse*

*co-collection and transport of recyclables and refuse*

*processing and marketing of recyclables*

*curbside collection, transport, processing, and disposal of recyclables and refuse]*

#### A.2 Area of Service

##### **Option 1 (Entire municipality):**

CONTRACTOR shall collect and transport *[Designated Recyclables and/or Refuse]* from all Service Recipients located within the MUNICIPALITY. The Service Area is delineated on the map entitled "CONTRACTOR 's Service Area" included in Appendix A which is attached to and incorporated in this Agreement.

##### **Option 2 (Portion of municipality):**

CONTRACTOR shall collect and transport *[Designated Recyclables and/or Refuse]* from all Service Recipients located within that portion of the MUNICIPALITY's *[described service territory]*. The Service Area is delineated on the map entitled "CONTRACTOR 's Service Area" included in Appendix A which is attached to and incorporated in this Agreement.

### B. COLLECTION SERVICE - RECYCLABLES

Purpose: *This section clearly defines the recyclable collection services to be provided by the contractor such as the set-out and collection procedures and the collection frequency. Set-out procedures should describe the acceptable procedures for setting out recyclables including where containers are to be placed, the type(s) of set-out containers to be used, how excess*

*recyclables should be set out, and any limits on the weight, size, or amount of recyclables that may be set out. Collection procedures should deal with handling of containers, removing all recyclable materials that are set out in an acceptable manner, returning containers to the curb, litter control, and reference to contamination and missed collection clauses. Collection frequency must describe how often recyclables collection is to occur for each service unit.*

## **B.1 Service Recipients**

### ***Suggested Language:***

CONTRACTOR shall provide curbside recyclables collection service to *[select all that apply:*  
*all Single-family Residential Units*  
*Multi-family buildings with not more than four (4) units*  
*Multi-family Residential Units as listed in Appendix B*  
*all Residential Units*  
*Municipal buildings as listed in Appendix B*  
*Commercial businesses as listed in Appendix B]*

### **B.1 a Change in Service Recipients**

#### ***Option 1 (Change in compensation):***

MUNICIPALITY and CONTRACTOR may mutually agree to add or delete Service Recipients to which CONTRACTOR must provide service. Changes in Service Recipients may be made once monthly. Any changes in CONTRACTOR compensation due to change in Service Recipients shall conform with Section VI. MUNICIPALITY or CONTRACTOR shall submit a list and map to other party to show added or deleted Residential Service Recipients. In the case of CONTRACTOR submittal, MUNICIPALITY shall verify such list prior to any change in list of Service Recipients. CONTRACTOR shall immediately begin service to new Service Recipients or terminate service to deleted Service Recipients upon receiving written notification from MUNICIPALITY.

#### ***Option 2 (No change in compensation):***

CONTRACTOR shall provide collection services to all residents in the service area during the term of this contract, at no change in the contract cost.

## **B.2 Collection Frequency**

### ***Suggested Language:***

The CONTRACTOR must collect Designated Recyclables on a *[select one that applies: weekly basis, every other week basis, monthly basis]* on a scheduled route basis which shall coincide with a regularly scheduled refuse collection pick-up day (if one exists).

### ***Additional Multi-family Language:***

CONTRACTOR shall provide *[select one that applies: weekly, every other week, monthly]* collection of Designated Recyclables to designated multi-family locations. The collection service day shall be the same day as refuse collection if refuse is brought to the curb. Otherwise, CONTRACTOR shall set the collection service day, as long as the service day remains the same each week.

## **B.3 Collection Procedures**

### ***Suggested Language:***

CONTRACTOR shall collect an *[unlimited or specify the limit]* quantity of Designated Recyclables placed out for collection by Service Recipients. CONTRACTOR must collect all Designated Recyclables set out in the Recycling Container; or immediately adjacent to the Recycling Container. Contamination shall be handled as provided in Section II.B.3.e. Missed collections shall be handled as provided in Section II.H.

CONTRACTOR shall *[shall not]* be responsible for collecting recyclables which have fallen or been placed at the curb but not in the container.

B.3 a Collection Method

***Option 1 (Commingled or source separated material collection):***

Contractor shall collect all Acceptable Set-Outs of Designated Recyclables set-out for recycling by residents.

B.3 b Manner of Collection

***Suggested Language:***

CONTRACTOR shall carefully handle all Recycling Containers used to set out recyclables. Containers shall be thoroughly emptied. Empty Recycling Containers shall be left upside down in the approximate place where found with any covers or lids placed on the ground next to the container. Containers shall not be bent, thrown or otherwise abused. *[Any type of container found in a rack, cart, or enclosure of any kind shall be returned upright to it with covers placed on the container.]* Containers 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 or mail delivery service. CONTRACTOR shall not be required to remove Designated Recyclables from containers which are frozen to the extent that the container may be damaged in the process of removing Designated Recyclables.

B.3 c Litter Prevention and Spill Clean Up

***Suggested Language:***

CONTRACTOR agrees to operate collection vehicles in such a manner to prevent materials from being blown from the vehicle. If at any time during collection and transport, recyclables are spilled onto a street, sidewalk, or private property, CONTRACTOR shall clean up and place in the collection vehicle all recyclables before the vehicle proceeds to the next stop on the collection route or shall promptly make all other necessary arrangements for the immediate clean up of spilled recyclables.

B.3 d Interruption of Service

***Suggested Language:***

CONTRACTOR must not interrupt the regular schedule and quality of service because of street repairs or closures unless prior approval of such schedule change is given by the MUNICIPALITY.

B.3 e Contamination and Improper Set Out

***Suggested Language:***

If CONTRACTOR encounters any improperly prepared Designated Recyclables or Contaminants in the Recycling Container, CONTRACTOR shall leave those materials in the container. CONTRACTOR must place a tag on the contaminant(s) that is not collected, collect the acceptable items, and leave the container upright with the tagged contaminants in the container. CONTRACTOR may not leave any materials as unacceptable for collection unless tagged by the CONTRACTOR.

If CONTRACTOR encounters any Unacceptable Set-Out, CONTRACTOR shall not collect that Container/Bag and place a notification with the Unacceptable Set-Out/Container informing the Service Recipient of acceptable set out procedures.

CONTRACTOR shall record the address of each Service Recipient where a notification was left in a daily log which will be submitted monthly to the MUNICIPALITY in a format specified by MUNICIPALITY.

CONTRACTOR shall be responsible for producing and maintaining an inventory of tags for contamination and unacceptable containers. Prior to initiating services under this Contract, CONTRACTOR shall submit tags to MUNICIPALITY for review and approval.

#### **B.4 Set Out Procedures**

##### ***Suggested Language:***

Residents shall place recyclables into Recycling Containers and place containers at curbside for collection. Overflow material shall be placed adjacent to Recycling Container(s) in *[brown paper and/or clear plastic]* bags or other easily handled container. Recyclables shall not be set out in tied bundles. CONTRACTOR must collect all recyclables that are set out in this manner and are placed within *[number]* feet of the curbside. Curbside refers to that portion of right-of-way adjacent to paved or traveled roadways (including alleys). Containers shall be placed in a manner that will not interfere with or endanger the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers shall be placed as close as practicable to an access point for the collection vehicle. CONTRACTOR may decline to collect any recyclable materials not set out in accordance with this Section.

##### ***Additional Multi-family Language:***

The point of collection shall be mutually agreed to by the CONTRACTOR and the owner or governing association of the residential complex or development. The collection point must provide a safe and efficient accessibility to CONTRACTOR's collection crew and vehicle. In the event an appropriate location and schedule cannot be agreed upon, the MUNICIPALITY shall mediate the dispute and designate the location and schedule for pick-up.

#### **B.5 Designated Receiving Facility (Optional)**

*Purpose: To require the collection contractor to use a specific processing facility in association with the recycling collection contract.*

##### ***Suggested Language:***

The CONTRACTOR will collect commingled materials maintaining a level of material segregation necessary for delivery of materials to the *[insert name of facility]*. Otherwise segregation is at the discretion of the CONTRACTOR.

CONTRACTOR must transport to and unload all acceptable Designated Recyclables at the *[facility name]*, located *[physical location and address of facility]*. The CONTRACTOR is responsible for the costs of transport and delivery to such facility, and for insuring that all materials delivered meet the processors' written specifications for acceptance. If another receiving site is designated by the MUNICIPALITY during the term of this contract, the MUNICIPALITY will consider a request for adjustment in the contract price in accordance with procedures set forth in the modification clause of this contract.

#### **B.6 Ownership of Materials**

##### ***Option 1 (Contractor ownership):***

Recyclables set out for collection on the regularly scheduled collection day shall belong to CONTRACTOR from the time of its set out, subject to the rights of a customer to claim lost property of value. Recyclables collected by CONTRACTOR, for the purposes of obligations under this Contract, shall be deemed acceptable Designated Recyclables.

##### ***Option 2 (Municipal ownership):***

The MUNICIPALITY shall retain ownership of recyclables collected by CONTRACTOR under the terms of this contract. Recyclables collected by CONTRACTOR, for the purposes of obligations under this Contract, shall be deemed acceptable Designated Recyclables.

#### **B.7 Change in Designated Recyclables**

##### ***Option 1:***



The MUNICIPALITY and CONTRACTOR agree to enter into good faith negotiations to amend this Agreement to reflect the impact of any such modifications on operations and cost of service and to determine the schedule for implementation of such modifications.

**Option 2:**

MUNICIPALITY and CONTRACTOR may mutually agree to add or delete a material(s) to/from the list of Designated Recyclables at any time during the contract term or extensions. Deletions of any items will be discouraged. CONTRACTOR shall notify the MUNICIPALITY of the extent to which such addition(s) would require modification of the collection vehicles, need for additional recycling containers, and need for additional collection vehicles, and shall notify the MUNICIPALITY of the estimated cost for adding the proposed materials. Such notification shall be in writing and shall be provided at the time CONTRACTOR proposes the additional materials or, if MUNICIPALITY proposes addition, within [number] days of MUNICIPALITY's notification. MUNICIPALITY shall respond in writing to CONTRACTOR's description of changes and costs within [number] days of CONTRACTOR's written proposal. Both parties shall negotiate in good faith for the purpose of reaching agreement for the addition of proposed materials and a schedule for implementation of collection of such materials.

**C. COLLECTION SERVICE - REFUSE**

*Purpose: This section should clearly describe the refuse collection services to be provided by the contractor including the frequency of collection and procedures for collection and set-out.*

**C.1 General Provisions**

**Suggested Language:**

The CONTRACTOR shall provide curbside refuse collection service to *[select all that apply:*  
*all Single-family Residential Units*  
*Multi-family Residential Units [as listed in Appendix B] or [with 4 or fewer units]*  
*all Residential Units*  
*Municipal buildings as listed in Appendix B*  
*Commercial businesses as listed in Appendix B]*

**C.1 a Change in Service Recipients**

**Suggested Language:**

See language in B.1 a.

**C.2 Collection Frequency**

**Suggested Language:**

The CONTRACTOR must collect Refuse on a *[select the one that applies: weekly basis, twice weekly]* on a scheduled route basis.

**C.3 Collection Procedures**

**Suggested Language:**

CONTRACTOR shall collect an *[set weight/can limit]* or *[number of bags limit]* of Refuse placed out for collection by Service Recipients. Missed collections shall be handled as provided in Section II.1.

**C.3 a Manner of Collection**

**Suggested Language:**

CONTRACTOR shall carefully handle all containers used to set out Refuse. Containers shall be thoroughly emptied. Empty containers shall be left upside down in the approximate place where found with any covers or lids placed on the ground next to the container. Containers shall not be bent, thrown or otherwise abused. Any type of container found in a rack, cart, or enclosure of any kind shall be returned upright to it with covers placed on the container. Containers 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 or mail delivery service.

### C.3 b Litter Prevention and Spill Clean Up

**Suggested Language:**

See language in B.3 c.

### C.3 c Interruption of Service

**Suggested Language:**

See language in B.3 d.

## **C.4 Set Out Procedures**

**Suggested Language:**

Residents shall place Refuse into Refuse Containers and place containers at curbside for collection. Overflow material shall be placed adjacent to the refuse container(s) in plastic garbage bags or other easily handled container. The CONTRACTOR must collect all Refuse that is set out in this manner and placed within *[number]* feet of the curbside. Curbside refers to that portion of right-of-way adjacent to paved or traveled roadways (including alleys). Refuse shall be set out in a manner that will not interfere with or endanger the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Refuse shall be placed as close as practicable to an access point for the collection vehicle. CONTRACTOR may decline to collect any refuse not set out in accordance with this Section.

**Additional Multi-family Language:**

The point of collection shall be mutually agreed to by the CONTRACTOR and the owner or governing association of the residential complex or development. The collection point must provide a safe and efficient accessibility to the CONTRACTOR's collection crew and vehicle. In the event an appropriate location and schedule cannot be agreed upon, the MUNICIPALITY shall mediate the dispute and designate the location and schedule for pick-up.

## **C.5 Location of Disposal Facility**

**Suggested Language:**

The CONTRACTOR must transport to and unload all Refuse at the *[facility name]*, located in *[physical location of facility]*. If another receiving site is designated by the MUNICIPALITY during the term of this contract, the MUNICIPALITY will consider a request for adjustment in the contract price in accordance with procedures set forth in the modification clause of this contract.

## **C.6 Pay Per Bag Refuse Collection (Optional)**

*Purpose: Implementation of a pay per bag or volume based fee program can significantly increase waste diversion, and the amount of recyclable material collected, however, there are additional responsibilities to administer the program.*

**Option 1:**

The CONTRACTOR will assist the MUNICIPALITY in the implementation of a pay per bag collection program. This will include developing set-out procedures that ensure the effective

implementation of the pay per bag system and educating customers regarding the pay per bag program.

**Option 2 (Retain option for pay per bag program):**

The MUNICIPALITY has the option of implementing a pay per bag collection system at any time during the life of the contract.

**C.6 a Collection Procedures**

Purpose: *To require the collection contractor to follow collection procedures that ensure the success of a pay per bag collection program.*

**Suggested Language:**

The CONTRACTOR shall collect Refuse in bags only when there is a MUNICIPALITY provided [tag attached to the bag or printed bag] designating the Refuse as eligible for collection. The CONTRACTOR shall provide a copy of [all tags] to the MUNICIPALITY with CONTRACTOR's monthly invoice.

**D. PROVISION OF CONTAINERS/BAGS**

Purpose: *To describe who is responsible for providing recycling containers and under what circumstances.*

**Suggested Language:**

Each Service Recipient shall be supplied with [select all that apply:

- three (3) stacking Recycling Containers
- One (1) Recycling Container
- One (1) semi-automated Recycling Container
- One (1) Refuse Container]

[Recycling &/or Refuse] Containers shall conform with the minimum specifications provided in Appendix C.

**Option 1 (Contractor responsibility):**

During the term of this Contract, CONTRACTOR shall purchase and maintain an inventory of [Recycling &/or Refuse] Containers for distribution to new Service Recipients and for replacement of [Recycling &/or Refuse] Containers. CONTRACTOR shall provide a covered, secure location for the storage of the inventory of new [Recycling &/or Refuse] Containers.

**Option 2 (Municipal responsibility)**

During the term of this Contract, MUNICIPALITY shall purchase and maintain an inventory of [Recycling &/or Refuse] Containers for distribution to new Service Recipients and for replacement of [Recycling &/or Refuse] Containers. MUNICIPALITY shall provide a covered, secure location for the storage of the inventory of new [Recycling &/or Refuse] Containers.

**D.1 Distribution of Containers / Bags**

**Suggested Language:**

Prior to commencement of the Contract, CONTRACTOR shall provide a new [Recycling &/or Refuse] Container to each Service Recipient. [Recycling &/or Refuse] Containers will be distributed no more than [number] calendar days prior to the start-up of [MSW&/or recycling] collection services. Containers will be distributed on weekends or in some other manner which will minimize theft, and will be given to all Service Recipients.

All [Recycling &/or Refuse] Containers shall be delivered to Service Recipients with an informational brochure on the [recycling &/or refuse] collection program produced and printed by the [CONTRACTOR or MUNICIPALITY] and approved by MUNICIPALITY. A [Recycling &/or

*Refuse*] Container distribution plan will be submitted to and approved by the MUNICIPALITY prior to distribution.

CONTRACTOR shall distribute *[Recycling &/or Refuse]* Containers to new Service Recipients added to the Service Area during the term of this Contract.

CONTRACTOR shall maintain complete inventory and distribution records in a computer format accessible to MUNICIPALITY. Upon the expiration or earlier termination of this Contract, the *[Recycling &/or Refuse]* Containers, whether distributed to Service Recipients or maintained in inventory, shall become the property of MUNICIPALITY.

#### D.1 a Replacement of Containers

##### ***Suggested Language:***

Service Recipients shall be instructed to contact CONTRACTOR directly with requests for replacement Containers. CONTRACTOR shall replace *[Recycling &/or Refuse]* Containers taken or damaged by its collectors, or damaged due to normal wear and tear, within *[number]* hours after notice. The CONTRACTOR shall replace *[Recycling &/or Refuse]* Containers damaged, destroyed, or lost by the resident or stolen within five (5) business days of notification.

##### ***Option 1 (Contractor responsibility for replacement costs) :***

If a Service Recipient requires an excessive number of replacement Containers due to Service Recipient's negligence, CONTRACTOR shall notify MUNICIPALITY of the situation. Only upon written approval from MUNICIPALITY, CONTRACTOR may bill Service Recipient directly for cost of replacement Container.

##### ***Option 2 (Municipal responsibility for replacement costs):***

If MUNICIPALITY determines that a Service Recipient requires an excessive number of replacement containers due to Service Recipient's negligence, MUNICIPALITY may elect to bill Service Recipient directly for the cost of replacement containers. This condition shall not waive the CONTRACTOR responsibility to supply replacement containers.

If the number of *[Recycling &/or Refuse]* Containers replaced due to loss or theft exceeds *[percent]* during any year of the contract, MUNICIPALITY shall pay at fair market price for the provision of additional replacement containers supplied by the CONTRACTOR. All such replacement containers shall be authorized by written order of MUNICIPALITY and only containers so authorized in writing by MUNICIPALITY shall be paid for.

#### **D.2 Provision and Distribution of Refuse Bags - Pay Per Bag System (Optional)**

*Purpose: To designate contractor responsibility for the supply and delivery of printed refuse bags to retail outlets within a municipality for use in a municipal refuse curbside collection program where residents pay per bag set out for disposal.*

#### D.2 a Provision of Bags

##### ***Suggested Language:***

The CONTRACTOR will provide refuse bags to the MUNICIPALITY in the quantity of *[insert number of bags]*. Bags should be *[insert # of gallons]* and be able to hold at least *[insert number of lbs.]* lbs. of refuse. The bags provided must conform with the specifications set out in Appendix C.

## D.2 b Distribution and Inventory of Bags

### ***Suggested Language:***

The CONTRACTOR is required to have available a distribution system sufficient to meet the needs of the retailers and provide for delivery on a maximum of forty-eight (48) hour basis. The MUNICIPALITY will provide the CONTRACTOR with a list of approved retail outlets. Participating retailers will be limited to those places of business located within the limits of the MUNICIPALITY.

The CONTRACTOR will then be responsible for making arrangements with the retailers for delivery. From time to time a retailer may be added to or deleted from the list by the MUNICIPALITY. Deliveries to retailers will be made in full case lots only, but there will be no minimum order of number of cases per retailer.

The CONTRACTOR shall purchase and maintain on hand at all times an adequate stock of trash *[recycling]* bags to meet the requirements of the retail vendors. The minimum requirement to be two (2) months supply (approximately *[number]* bags).

Every *[number]* days the CONTRACTOR shall submit to the MUNICIPALITY an accounting of bag deliveries and unfilled order for the period. CONTRACTOR may also be required to make interim delivery and inventory reports.

To ensure that trash bags are available and to ensure continued supply to the retailers, the CONTRACTOR shall begin making deliveries to retailers three (3) weeks from the date of the contract award.

## **E. COLLECTION SCHEDULE**

### **E.1 Scheduling Collection**

#### ***Suggested Language:***

CONTRACTOR shall divide the Service Area into *[number corresponding to number of work days in collection cycle]* collection areas, with one area to be collected each working day. Collections shall be made from Service Recipients on a regular schedule on the same day each *[week or month]*.

CONTRACTOR shall furnish MUNICIPALITY with maps for each daily collection route showing the day of the *[week or month]* recyclables shall be collected from the area, the number of Service Recipients, and the route boundaries. Said map shall be furnished to the MUNICIPALITY a minimum of *[number]* calendar days prior to the beginning of collection service under this contract and shall be updated yearly, or upon the request of the MUNICIPALITY.

#### ***Additional Multi-family Language:***

The collection schedule shall be mutually agreed to by the CONTRACTOR and the owner or governing association of the residential complex or development. In the event an appropriate schedule cannot be agreed upon, MUNICIPALITY shall mediate the dispute and designate the location and schedule for pick-up. Collections shall be made from Service Recipients on a regular schedule on the same day each *[week or month]*.

### **E.2 Hours of Collection**

#### ***Suggested Language:***

Collection services shall be made between the hours of *[7]* AM and *[hour]* PM *[collection days, e.g. Monday through Friday]*. Collection services shall not be provided at any other time, unless the MUNICIPALITY authorizes a temporary extension of hours.

### E.3 Changes to Schedule

**Suggested Language:**

Scheduled collection days may not be changed by the CONTRACTOR without the MUNICIPALITY's prior written approval. The MUNICIPALITY may make schedule changes no more than one time per Service Recipient during each year of the contract. If the MUNICIPALITY wishes to change the collection day, the MUNICIPALITY will provide written notification to the CONTRACTOR no less than [number] days prior to initiation of the change. Prior to [date], of each year of the Contract, CONTRACTOR may request for changes in collection schedules. MUNICIPALITY shall review and act upon such requests in a timely manner.

If a schedule change is made or approved by the MUNICIPALITY, the CONTRACTOR must distribute written notices [by mail, in collection bin, door-to-door], at the CONTRACTOR's expense, to each affected Service Recipient. The notice must be approved by the MUNICIPALITY prior to distribution and must be distributed to each affected dwelling unit at least two (2) and not more than four (4) weeks in advance of the effective day of change.

## F. HOLIDAYS AND MAKE-UP COLLECTION

### F.1 Holidays

**Option 1:**

Holidays are designated in Section I, Definitions. In the event of a holiday canceling collection service, CONTRACTOR shall perform collection on the Saturday immediately following the scheduled collection day.

**Option 2 (Rescheduled collection service):**

CONTRACTOR shall not be required to perform any service under this Agreement on Holidays. Following all Holidays, each Service Recipient shall receive collection service on the day following its normally scheduled collection with the weeks work to be finished by Saturday. For a Monday Holiday, Monday through Friday collection shall be rescheduled for Tuesday through Saturday. For a Thursday Holiday, Thursday and Friday collection shall be rescheduled for Friday and Saturday. For a Friday Holiday, Friday collection shall be rescheduled for Saturday.

**Option 3 (Recycling service canceled):**

CONTRACTOR shall not be required to perform any service under this Agreement on Holidays. Recyclables Collection Services that fall on a Holiday shall be canceled and Service Recipients instructed to retain their recyclables for next normally scheduled collection.

### F.2 Make-up Collection

**Suggested Language:**

In the event that collection services are interrupted as provided in Section II.B.3 d, CONTRACTOR shall perform a make-up collection service in the affected area specifically approved in advance in writing by MUNICIPALITY. The make-up collection shall accept all bags, boxes, and temporary receptacles that Service Recipients may have used for overflow.

Should CONTRACTOR fail to make collection on a scheduled day for other causes within the CONTRACTOR's control, CONTRACTOR shall, within 24 hours, perform a special collection without charge to the MUNICIPALITY or the customer.

## G. SPECIAL COLLECTION SERVICES

**Suggested Language:**

MUNICIPALITY shall provide written notification to CONTRACTOR listing the address of all Service Recipients that shall receive on-premises collection. CONTRACTOR must immediately begin on-premise collection service upon receiving notification from MUNICIPALITY.

CONTRACTOR shall perform on-premises collection on the same day of the week that curbside collection would otherwise be performed for the Service Recipient. CONTRACTOR shall stop on-premises collection upon written notification by the MUNICIPALITY. If the number of Residential Service Recipients receiving on-premise collection exceeds *[number]*, CONTRACTOR and MUNICIPALITY shall enter into good faith negotiations to determine how CONTRACTOR compensation must be adjusted.

On-premise collections must be made from Service Recipient's rear yard or other convenient location. Empty containers must be returned upside down to the point from which they were collected as long as the container does not obstruct the sidewalk, driveway, or right of way.

If CONTRACTOR desires to cease on-premises collection at any premises, CONTRACTOR shall provide written notice to MUNICIPALITY of the Service Recipient address. The MUNICIPALITY Representative will review the request and, if the request is approved, shall notify CONTRACTOR of the stop date.

## H. MISSED COLLECTIONS AND COMPLAINTS

### ***Suggested Language:***

The failure of CONTRACTOR to collect *[Recyclables &/or Refuse]* that has been properly prepared and set out by a Service Recipient shall be considered a Missed Collection. Complaints regarding CONTRACTOR's performance of collection services may include, but are not limited to:

1. Failure to respond to Missed Collections within the specified time constraints;
2. Continued and repeated misses of a particular household, street, or subdivision;
3. Continued misuse and/or mishandling of materials and bins;
4. Damage to personal property;
5. Failure to obey traffic regulations;
6. Discourteous treatment of customer

If a Missed Collection or complaint is reported to the CONTRACTOR before *[hour]*, CONTRACTOR shall collect Missed Collection or resolve complaint on the same day. If a Missed Collection or complaint is reported to the CONTRACTOR after *[hour]*, CONTRACTOR shall collect Missed Collection or resolve complaint by *[hour]* on the next working day.

### ***Option 1 (Reported to municipality):***

Service Recipients shall be instructed to report Missed Collections and complaints to MUNICIPALITY. MUNICIPALITY shall verify whether a Missed Collection or complaint may have occurred and forward the call directly to CONTRACTOR. CONTRACTOR shall give prompt and courteous attention to all reported Missed Collections and complaints. CONTRACTOR shall maintain a daily log of all Missed Collections and complaints including the address of Service Recipient, time of call, and time when collection was made. The log shall be submitted monthly to MUNICIPALITY. in a format specified by MUNICIPALITY.

### ***Option 2 (Reported to contractor):***

Service Recipients shall be instructed to report Missed Collections and complaints directly to CONTRACTOR. CONTRACTOR shall be given prompt and courteous attention to all reported Missed Collections and complaints. CONTRACTOR shall maintain a daily log of all Missed Collections and complaints including the address of Service Recipient, time of call, and time when collection was made. The log shall be submitted monthly to MUNICIPALITY, in a format specified by MUNICIPALITY.

## I. SCAVENGING

### ***Suggested Language:***

CONTRACTOR shall note any evidence of scavenging of Designated Recyclables from Recycling Containers and report such information to MUNICIPALITY.

## **J. EQUIPMENT**

### **J.1 General Provisions**

#### ***Suggested Language:***

The CONTRACTOR is responsible for the purchase and/or leasing and maintenance and repair of all vehicles and equipment necessary to adequately and efficiently perform the contractual duties specified in this Contract.

Upon execution of this contract and every year thereafter, the CONTRACTOR shall provide to MUNICIPALITY a list of equipment to be used by the CONTRACTOR to provide the services covered by this Contract. The list shall contain, at a minimum, vehicle identification number, license number, make and model, model year, years in service, front line or backup, payload capacity, and date of purchase or initial lease. The MUNICIPALITY shall have the right to inspect equipment and vehicles used in the performance of this contract during the CONTRACTOR's regular business hours.

Recyclables collection vehicles shall be compatible for unloading at the designated facility. In the event a compacting vehicle is used to collect recyclables, compaction pressure may not exceed [50 or enter other number] pounds per square inch for commingled containers to avoid glass breakage.

### **J.2 Back Up Equipment**

#### ***Option 1:***

The CONTRACTOR must maintain [specify percentage or sufficient] spare collection vehicles and sufficient repair parts to replace and/or repair any vehicles that are out of service. All back up equipment shall comply with generally recognized industry standards.

#### ***Option 2:***

CONTRACTOR shall maintain sufficient back-up collection equipment to ensure uninterrupted collection service during the term of this contract.

### **J.3 Vehicle Condition, Maintenance & Repair**

#### ***Suggested Language:***

CONTRACTOR shall maintain collection equipment in a clean condition and in good repair at all times. All parts and systems of the collection equipment shall operate properly and be maintained in a condition satisfactory to maintain a positive public image as reasonably determined by the MUNICIPALITY.

CONTRACTOR shall maintain a maintenance log for all collection vehicles and equipment. The log shall at all times be accessible to MUNICIPALITY upon request, and shall show, at a minimum, each vehicle's identification number, dates and description of routine maintenance performed, and dates and description of additional maintenance performed.

#### ***Option 1 (All new equipment):***

All vehicles and equipment including back ups used in the collection and transport of materials under this contract shall be brand new at the commencement of this Contract.

#### ***Option 2 (Used equipment acceptable):***

All vehicles and equipment including back ups used in the collection and transport of materials under this contract shall be functionally equivalent and compatible with front-line existing equipment.



## **J.4 Vehicle Appearance & Signage**

### ***Suggested Language:***

All collection vehicles and equipment shall have appropriate safety marking including, but not limited to, flashing and warning lights, and back up alarms, *[and back up camera]*. All safety markings shall be in accordance with Massachusetts Motor Vehicles Code and shall be subject to approval by MUNICIPALITY.

CONTRACTOR 'S name, telephone number and vehicle number shall be visibly displayed on both sides of all collection vehicles in letters and figures not less than *[number]* inches high. Collection vehicles and equipment shall prominently display the MUNICIPALITY recycling program name and logo on both sides.

## **J.5 Licenses & Registration**

### ***Suggested Language:***

All vehicles must maintain at all times current license and registration as required by the State of Massachusetts Department of Motor Vehicles.

## **K. ROUTES**

### **K.1 Route Data**

#### ***Option 1 (Established by municipality):***

Collection routes shall be established by the MUNICIPALITY.

#### ***Option 2 (Established by contractor):***

Collection routes shall be established by the CONTRACTOR and approved by the MUNICIPALITY.

Such approval shall not be unreasonably withheld. The CONTRACTOR shall submit maps of the collection routes to the MUNICIPALITY by *[date]* for approval. The maps submitted shall include, or shall be accompanied by a written statement describing, for each daily collection route: the route number, the day of the week serviced, the start point and end point, the route boundaries, and the number of dwelling units serviced on each daily truck route.

### **K.2 Modifications to Routes**

#### ***Option 1 (Municipality initiated):***

MUNICIPALITY reserves the right to change collection routes or collection days under this Contract. MUNICIPALITY shall notify CONTRACTOR of any change in the routes at least sixty (60) calendar days in advance of the effective date of the change. CONTRACTOR shall notify all affected Service Recipients of the change at least fourteen (14) calendar days in advance of the effective date of the change. MUNICIPALITY shall not initiate route changes more often than twice in any contract year.

#### ***Option 2 (Contractor initiated):***

Prior to *[date]* each year of the contract, the CONTRACTOR may propose for approval to the MUNICIPALITY changes in the collection routes and days of collection. The MUNICIPALITY shall review and act upon such requests in a timely manner. If changes are approved, the CONTRACTOR shall notify all affected Service Recipients of the change at least fourteen (14) calendar days in advance of the effective date of the change.

**L. DISPOSAL PROHIBITION**

***Suggested Language:***

CONTRACTOR certifies to MUNICIPALITY that all Designated Recyclables collected under this contract are in fact delivered to a recyclable materials processing facility, broker, or end user. CONTRACTOR is prohibited from disposing of any Designated Recyclables collected under this Contract. Violation of this provision shall be considered cause for CONTRACTOR Default.

**M. WASTE MINIMIZATION**

***Suggested Language:***

Nothing in the contract shall restrict the right of the MUNICIPALITY to minimize the amount of solid waste, including recyclables, generated in the MUNICIPALITY.

## SECTION III: OTHER SERVICES

### A. PUBLIC INFORMATION AND EDUCATION PROGRAM

Purpose: *To specify who will be responsible for educational and promotional activities and the extent of those responsibilities.*

#### A.1 General Provisions

##### **Option 1 (Contractor with limited role in Municipal program):**

The MUNICIPALITY shall plan and coordinate a public education and information program to inform citizens of the curbside program. CONTRACTOR may distribute its own promotional materials subject to MUNICIPALITY approval. The CONTRACTOR shall participate in the MUNICIPALITY directed promotion and education efforts as outlined below:

1. During the course of the routine recycling pick up, provide and distribute notices regarding rejected materials and proper set out procedures.
2. Training of employees to deal courteously with customers on the telephone and on-route to promote the collection service and explain proper material preparation.
3. Coordinate with MUNICIPALITY for distribution of written promotional and instructional materials directly to Service Recipients
4. Be available a minimum of *[number]* times per year to participate in promoting the collection service at an area fair, neighborhood association program, school, or community event.
5. Provide advice to the MUNICIPALITY on promotion and education material content and presentation.

##### **Option 2 (Contractor responsibility for program):**

On or before *[date]*, CONTRACTOR shall submit to MUNICIPALITY a work plan for a public education and information program. The work plan shall include but not be limited to CONTRACTOR's activities in connection with the following:

1. Assistance in developing communications goals, objectives, strategies, and evaluation criteria to encourage public participation in the Program as designed.
2. Attendance at and assistance with Program kick-off events.
3. Assistance with development of informational materials.
4. Presentations to community and school groups.
5. Participation at selected parades, fairs, workshops, and other special events to promote the MUNICIPALITY's Program. (Any vehicle brought to such events must be clean and appear to be new.)
6. Assistance with outreach to ethnic and minority communities, to promote participation among the non-English speaking communities.

The MUNICIPALITY representative shall provide written comments on the workplan to CONTRACTOR no later than *[date]*. CONTRACTOR shall discuss with the MUNICIPALITY representative any changes to the work plan and shall submit a final work plan for community relations activities to the MUNICIPALITY no later than *[date]*.

#### A.2 Special Requirements

Purpose: *To delegate responsibility to the contractor for the public education materials that shall be prepared, printed and/or distributed by the contractor and to provide the specifications for the material developed.*

A.2 a Flyers

***Suggested Language (Contractor Responsibility):***

CONTRACTOR shall prepare and distribute public education flyers to Service Recipients in CONTRACTOR's Service Area *[four, other]* times during each year of this Contract on a schedule approved by the MUNICIPALITY. The flyers shall be designed to address specific collection needs or problems. The flyers shall be printed in English, *[Spanish, and other languages specified by municipality]*. Flyers shall be professionally printed on paper stock with not less than fifty percent (50%) recycled paper content including at least ten percent (10%) post-consumer recycled paper content. CONTRACTOR shall provide camera-ready copy to MUNICIPALITY for MUNICIPALITY's review and approval prior to printing and distribution. CONTRACTOR shall obtain MUNICIPALITY's written approval of the materials prior to printing or distributing the materials.

A.2 b Distribution of Start-Up Door Hangers

***Suggested Language:***

On or before *[date prior to start date of recycling collection program]*, MUNICIPALITY shall provide to CONTRACTOR written materials announcing the start-up of the *(Program Name)* Program. These materials will be in the form of door hangers, or other format approved by the MUNICIPALITY representative, to be placed at the premises of each Service Recipient. CONTRACTOR shall deliver the materials to all Service Recipients in CONTRACTOR 's Service Area no later than *(date)*.

**A.3 News Media Relations**

***Suggested Language:***

CONTRACTOR shall notify MUNICIPALITY of all request for news media interviews related to the Program within twenty-four (24) hours of CONTRACTOR 's receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Service Recipient perception of services, CONTRACTOR will discuss CONTRACTOR 's proposed response with MUNICIPALITY.

Copies of draft news releases or proposed trade journal articles shall be submitted to MUNICIPALITY for prior review and approval at least five (5) working days in advance of release, except where CONTRACTOR is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case CONTRACTOR shall submit such materials to MUNICIPALITY simultaneously with CONTRACTOR 's submittal to such regulatory agency.

Copies of articles resulting from media interviews or news release shall be provided to the MUNICIPALITY within five (5) days after publication.

**B. LOCAL OFFICE AND PRESENCE**

***Suggested Language:***

The CONTRACTOR shall provide at its expense, a suitable office located within the MUNICIPALITY. The CONTRACTOR's office must be open to the public during regular working days between the hours of *[time]* AM and *[time]* PM. The office shall be adequately staffed and equipped with telephone lines and communications to fulfill CONTRACTOR's obligations under this Contract. A representative of CONTRACTOR shall be available during office hours at CONTRACTOR's office for communication with the MUNICIPALITY's representative, or the designee of any of these officers, and the public.

## C. TELEPHONE AND CUSTOMER SERVICE

### ***Suggested Language:***

The CONTRACTOR shall maintain and adequately staff a local toll-free telephone number where complaints shall be received, recorded and handled between the hours of *[time]* AM and *[time]* PM on every collection day. All incoming calls shall be answered within a maximum of four (4) rings. Any call "on-hold" in excess of 1.5 minutes shall be switched to a message center where CONTRACTOR shall maintain information in a daily log to enable a customer service representative to return customer calls. All "call backs" shall be attempted a minimum of one time prior to 6:00 p.m. on the day of the call. If the caller is not contacted on the first attempt, CONTRACTOR shall make subsequent attempts on the next working day after the original call. CONTRACTOR shall make a minimum of three (3) attempts within twenty-four (24) hours of the receipt of the call. If CONTRACTOR is unable to reach the caller on the next working day, CONTRACTOR shall send a postcard to the caller on the second working day after the call was received, indicating that the CONTRACTOR has attempted to return the call. All attempts to contact the caller shall be recorded on the log kept by CONTRACTOR .

One local telephone line and a telephone beeper must be provided by the CONTRACTOR to be used exclusively for communication between the CONTRACTOR's manager for this contract and the MUNICIPALITY. The telephone line shall be equipped with an answering machine or service capable of receiving calls during non-office hours.

The CONTRACTOR shall install a facsimile machine with local telephone numbers to be used solely for communication between the MUNICIPALITY and CONTRACTOR. The facsimile machine must be available to receive calls after normal business hours.

### C.1 Emergency Telephone Number

#### ***Suggested Language:***

CONTRACTOR shall maintain an emergency telephone number for use by Service Recipients outside CONTRACTOR's office hours. The emergency telephone number shall be listed as an emergency number under CONTRACTOR's name and under the MUNICIPALITY of *[Municipality name]* in the *[Municipality name]* telephone directory. A representative of CONTRACTOR shall be on-call during non-office hours to receive notice of and respond to emergency conditions.

### C.2 Multilingual/TDD Service

#### ***Suggested Language:***

CONTRACTOR shall at all times maintain the capability of responding to telephone calls in English, *[Spanish, other]*. CONTRACTOR shall at all times maintain the capability of responding to telephone calls through Telecommunications Device for the Deaf (TDD) Services. These capabilities shall be maintained for both the local telephone number and the emergency telephone number.

## D. EMERGENCY/OTHER SERVICES

### ***Suggested Language:***

CONTRACTOR shall provide emergency services (i.e. special collection, transport, processing) at MUNICIPALITY's request in the event of major accidents, disruptions, or natural calamities. CONTRACTOR shall be capable of providing emergency services within 24 hours of notification by the MUNICIPALITY or as soon thereafter as is reasonably practical in light of the circumstances. Emergency services which exceed the scope of work under this agreement and which are not compensated as special services in accordance with this contract shall be compensated through a negotiated agreement between CONTRACTOR and MUNICIPALITY.

## D.1 Weather

### **Suggested Language:**

Only hazardous weather conditions will be considered sufficient cause for cancellation of scheduled collection. Collection of the omitted routes shall be resumed as soon as possible without further disruption to the remainder of the collection schedule. Permission of the MUNICIPALITY must be obtained before cancellation of collection is allowed.

## E. PARTICIPATION IN PILOT STUDIES

Purpose: *To provide an opportunity for the municipality to use the contractor to test new and different program options.*

### **Option 1:**

In the event that MUNICIPALITY desires to implement a pilot program to test new developments in collection, materials processing or solid waste management or to implement an evaluation of program operated under this Contract, CONTRACTOR shall enter into good faith negotiation with MUNICIPALITY to determine procedures, equipment, and costs (if any) required to implement the program(s). CONTRACTOR shall participate in good faith in implementation and operation of pilot and evaluation program(s) as mutually agreed to with MUNICIPALITY.

### **Option 2:**

In the event that MUNICIPALITY desires to implement a pilot program to test new developments in collection, materials processing, or solid waste management or to implement an evaluation of program operated under this Contract, MUNICIPALITY shall provide CONTRACTOR with written notice not less than *[number]* calendar days prior to implementation date. The notice shall describe the proposed program(s), specify portions of the Service Area where the program(s) is to be implemented, and describe CONTRACTOR's role. Both parties shall negotiate in good faith for the purpose of reaching an agreement on the implementation and operation of the program(s). If an agreement cannot be reached within *[number]* calendar days prior to implementation date, MUNICIPALITY reserves the right to implement such program(s) itself or by means of another CONTRACTOR.

In the event that CONTRACTOR desires to implement a pilot program(s) to test new developments in collection, materials processing, or solid waste management, CONTRACTOR shall provide MUNICIPALITY with written notice not less than *[number]* calendar days prior to the implementation date. CONTRACTOR shall not implement such program(s) without MUNICIPALITY's prior written approval.

## F. BILLING SERVICES

Purpose: *The municipality may choose to require that the collection contractor bill residents directly for all, or a portion of the cost of the curbside collection service. Direct billing may be most effective in a municipality where a mandatory recycling ordinance is in effect.*

### **Suggested Language:**

CONTRACTOR shall bill residents on a *[monthly, quarterly, other]* basis for collection services. The CONTRACTOR shall notify the MUNICIPALITY concerning resident customers whose payments are delinquent. The MUNICIPALITY shall assist the CONTRACTOR in collecting payments from delinquent accounts by taking whatever steps are appropriate and available to the MUNICIPALITY in its efforts to enforce its recycling ordinance. Recycling services shall not be discontinued for non-payment until both the CONTRACTOR and the MUNICIPALITY are in agreement that this action is appropriate.

## **SECTION IV: RECYCLABLES PROCESSING AND MARKETING SERVICES**

Processing may be arranged as a separate contract or combined with collection service in a single contract. In addition, the processing contract may be arranged prior to the collection contract so that a designated facility can be listed in the contract. Whether combined in the collection contract or a separate contract, some or all of the contract elements listed in the following section may be necessary to include.

### **A. COLLECTION CONTRACTOR RESPONSIBLE FOR PROCESSING / MARKETING RECYCLABLES**

*Purpose: When processing is included as a requirement under the collection contract, the municipality may still want to have some control over the processing operation, particularly if revenue sharing options are sought by the municipality.*

#### **A.1 General Provisions**

##### ***Option 1:***

The COLLECTION CONTRACTOR shall be responsible for processing Designated Recyclables in association with this contract and shall notify the MUNICIPALITY in writing prior to the commencement of the recycling collection service as to the name and location of the processing facility. The processing facility used in association with this contract shall be capable of accepting the Designated Recyclables and processing them to the degree necessary to be marketable.

All processing services are to be completed in a timely, professional and workman-like manner.

##### ***Option 2 (Detail on markets required):***

The COLLECTION CONTRACTOR shall provide information regarding any contracts it has, or intends to enter into, for the processing and marketing of Designated Recyclables it will collect within the MUNICIPALITY. This shall include the name and location of any processor, recycling market, or secondary market contracted with and the site of storage and/or processing of the Designated Recyclables. It is understood that these markets may change through the length of the contract with the MUNICIPALITY and as these changes occur, the CONTRACTOR shall provide the MUNICIPALITY with any updated information regarding markets for the material.

#### **A.2 Change in Processing Facility**

##### ***Suggested Language:***

If at any time during the contract there is a change in the processing and/or marketing facility used, the CONTRACTOR shall request the MUNICIPALITY's approval for such a termination, amendment and/or replacement and shall provide the MUNICIPALITY with the name, address and phone number of the new Processor's office, the name of the individual responsible for the processing operation, the site of storage and/or processing of the recyclable material.

### **B. DESIGNATED PROCESSING FACILITY**

*Purpose: To designate a processing facility for use by the collection contractor prior to collection bid solicitation and contracting.*

**Suggested Language:**

Insert Section II.B.5.

**B.1 Contamination Restriction**

Purpose: *To provide specifications for commingled materials brought to the designated processing facility and for the level of contamination accepted before loads are rejected at the designated facility.*

**Suggested Language:**

All materials must meet the contamination restrictions for *[commingled containers and commingled paper]* loads brought to the *[name of facility]*. These restrictions include: *[newspaper or commingled loads that contain more than 10% rubbish, materials containing hazardous waste and/or any other restrictions pertaining to the processing contract]*.

Loads that do not meet these restrictions are subject to rejection. A copy of the *[facility name]* processing contract is available upon request from the MUNICIPALITY.

**C. SEPARATE PROCESSING CONTRACT**

Purpose: *When the municipality enters directly into a processing contract, provisions such as designated materials, quality control over materials, weight records kept for materials and the storage, marketing and disposition of materials must be considered. In addition, provisions for the operating hours and the safe and efficient operation of the facility as it affects the municipality’s collection contractor(s) are important to include. Finally, the contract may include procedures for accepting and rejecting loads to reduce material contamination, particularly if revenue sharing agreements are part of the contract.*

**C.1 Facility Operations**

C.1 a Operating Hours

Purpose: *To ensure that the operating hours of the processing contractor coincide with those of the collection contractor.*

**Suggested Language:**

The PROCESSING CONTRACTOR shall make the materials processing facility open for deliveries during the hours listed below excluding Holidays. For those weeks in which a Holiday occurs, the PROCESSING CONTRACTOR shall accept recyclables on the following Saturday from *[insert opening time]* until *[insert closing time]*.

*[insert weekly hours appropriate for Collection Contractor. For example:  
Monday through Friday 8:00 a.m. until 5:00 p.m.  
Saturday 8:00 a.m. until 12:00 p.m.]*

C.1 b Access Rights

**Suggested Language:**

The MUNICIPALITY reserves the right to inspect the processing facility. The PROCESSING CONTRACTOR must operate the facility in accordance will all applicable federal, state and local laws.

C.1 c Delivery/Queuing Time at Facility



Purpose: *To ensure that the processing contractor's facility available to the collection contractors is safe and efficient and that instances of delay for material delivery are limited.*

**Suggested Language:**

The PROCESSING CONTRACTOR shall maintain a well lit facility with an organized traffic pattern so that tipping of materials is safe for all personnel involved. Delivery may be by packer trucks, collection vehicles, vehicles carrying roll-off containers or by any other appropriate vehicles. Delivery over [insert time] minutes will not be acceptable except under unusual circumstances not to exceed [insert number of occurrences] times per year.

**C.1 d Processing Capacity**

Purpose: *To ensure that the processing contractor has sufficient capacity to handle the materials generated from the recycling collection program.*

**Suggested Language:**

The PROCESSING CONTRACTOR must have sufficient capacity to handle the volumes of recyclables commodities collected under this contract. The site must be able to process all recyclable material in a safe and efficient manner in a reasonable amount of time. The facility does not have to be solely dedicated to this contract, however the PROCESSING CONTRACTOR shall guarantee the MUNICIPALITY that it has adequate processing capacity to serve the MUNICIPALITY.

**C.2 Minimum Processing Requirements**

**C.2 a Designated Materials and Quantities**

Purpose: *A municipality should list designated recyclables for the processing contract. These can also be referenced in the "Definitions" section. The municipality should also provide any historical information on material quantities collected to help the processing contractor determine equipment and labor requirements.*

**Suggested Language:**

The PROCESSING CONTRACTOR shall be responsible for all aspects of processing and marketing materials collected from the MUNICIPALITY's recycling program. This includes weighing, sorting, preparing for market and transporting to market the designated materials.

These materials shall include:

*[List specific materials that apply to program. See suggested language below and in the Definition for "Designated Recyclables" in Section I: Definitions]*

and are estimated to total approximately [Fill in tonnages based of data from previous year(s)] tons per year based on records from the last [insert one or two] years of the program.

**Option 1 (Potential materials designated):**

PAPER	
Newspaper	Magazines,
Kraft paper	Corrugated cardboard
Box board	Telephone books
Books (covers removed)	
Mixed paper (colored, office and computer paper, junk mail)	

#### CONTAINERS

Clear, brown and green glass containers  
Plastic food and beverage containers (should specify resin types that will be accepted),  
Aluminum cans, trays and foil,  
Steel and tin coated steel cans and beverage cartons  
Polycoated paperboard cartons

#### OPTIONAL MATERIALS

Empty steel aerosol and paint containers  
Dry cell batteries

#### C.2 b Sorting

Purpose: *To specify the degree of separation expected of the processing contractor for marketing materials.*

##### **Suggested Language:**

The processing system shall be capable of the following: (1) separating glass containers into green, brown and clear cullet for sale to a glass reprocessor; (2) separating tin containers for sale to a detinning processor; (3) separating, baling and preparing newspaper and mixed waste paper for sale to a paper processing firm; (4) separating and baling aluminum cans for sale to an aluminum processor; and, (5) separating and baling PET and HDPE plastic containers for sale to a plastic reprocessing firm.

#### C.2 c Weighing

Purpose: *To ensure that the processing contractor weighs all materials brought to the facility from the municipality's program.*

##### **Suggested Language:**

The PROCESSING CONTRACTOR shall separately weigh all loads coming into the facility from the MUNICIPALITY's program to determine the actual weight of the paper fraction and the actual weights of the commingled containers. The PROCESSING CONTRACTOR shall report such weights to the MUNICIPALITY on a monthly basis pursuant to Section C.2 f, Reporting.

#### C.2 d Quality Control

Purpose: *To ensure that procedures for quality control are in place at the processing facility so that contamination is minimized and that material quality is maintained during processing.*

##### **Option 1:**

Procedures must be in place to ensure and maintain material quality in order to produce a highly marketable material. Quality control procedures shall include these areas: material specifications; training; on-line quality control; inventory inspection; shipment inspection; and quality deviance notifications and procedures.

##### **Option 2:**

Processing will consist of separating and preparing materials in a manner so that the highest net return or least net loss from processing and sale is obtained.

#### C.2 e Contingency Plans

Purpose: *To ensure that the processing contractor plans for service interruptions.*

##### **Option 1:**

The PROCESSING CONTRACTOR must have plans to provide continued service in the event of equipment failures.

**Option 2:**

If the PROCESSING CONTRACTOR fails to accept recyclables because of facility or service failures, not resulting from a force majeure event, the PROCESSING CONTRACTOR shall be responsible for providing alternative recycling services and compensation to the MUNICIPALITY for any additional costs.

C.2 f Reporting

**Suggested language:**

PROCESSING CONTRACTOR shall report monthly on the following:

- . Summaries of tonnages of all materials collected and brought to the processing facility by [insert MUNICIPALITY or MUNICIPALITY's Collection Contractor(s)] by material category [insert appropriate category based on collection method (i.e. commingled containers, mixed paper, mixed plastics, newspaper, mixed glass, etc.)];
- . Summaries of tonnages of all materials sold, by material; and,
- . Summaries of weight of materials collected and disposed of due to contamination.

**Optional Additional Language (Revenue sharing contracts):**

- . Average market prices based on actual sales of each material sold that month including whether material was loose or baled.

**C.3 Marketing and Disposition of Recyclable Material**

C.3 a Markets

Purpose: *To designate responsibility for the marketing of material and to set disclosure requirements about the markets used.*

**Option 1 (Details on end uses and residue levels):**

At the request of the MUNICIPALITY, the PROCESSING CONTRACTOR must be prepared to identify all secondary processing facilities, brokers and markets it intends to use to recycle the materials. This information will be kept confidential at the PROCESSING CONTRACTOR's request. The PROCESSING CONTRACTOR must also be prepared to provide the following information at the MUNICIPALITY's request:

- 1- The percentage (%) of glass into new glass products, used as gravel substitute or in glassphalt and disposed;
- 2- The end market and end uses for all plastic containers processed by resin type and the amount of plastic disposed of (in tons) and where it goes;
- 3- The percentage (%) of newsprint/magazines that is recycled into new newsprint, paperboard, animal bedding or wall board.
- 4- The percentage (%) of material entering the processing facility that is disposed of as unrecycled residue. This must not exceed 10% on an annual basis.

**Option 2 (Contractor responsibility for marketing):**

CONTRACTOR shall be solely responsible for the marketing and sale, in a timely manner, of collected Designated Recyclables, and shall be solely responsible for the storage and disposition of the Designated Recyclables in the event it is unable to sell the Designated Recyclables in a timely manner. No Designated Recyclables may be disposed of in a landfill or in any other solid waste disposal facility.

C.3 b Revenue Sharing

Purpose: *Revenue sharing terms may be included in the contract if the municipality is willing to share some of the risk with the processing & marketing contractor on the value*

*of materials collected and processed during the contract term. The amount of revenue shared between municipality and contractor depends upon the amount of risk that a municipality is willing to assume.*

**Suggested Language:**

*Terms for revenue sharing are contained in Section VI.B of this contract.*

C.3 c Disposal Prohibition

**Suggested Language:**

PROCESSING CONTRACTOR certifies to the MUNICIPALITY that all Designated Recyclables are sold to certified recyclable materials vendors, brokers, toll end users, or end user. PROCESSING CONTRACTOR is prohibited from disposing any Designated Recyclables processed under this Contract in a landfill, incinerator or in any other manner that prevents materials recovery, except as provided herein. Violation of this contract provision shall be considered cause for PROCESSING CONTRACTOR default.

Subject to MUNICIPALITY approval, CONTRACTOR may dispose of Contaminated recyclable materials and processing facility residuals at *[name of designated disposal facility]* or other facility approved by MUNICIPALITY. Processing residuals may not exceed *[five]* percent of total tonnage of recyclable materials received in any given month.

**C.4 Standards for Product Quality & Residue (Optional)**

*Purpose: To set a level of end product quality and residue contamination that is guaranteed by the processing contractor and acceptable to the municipality. Product quality standards might be specified in the contract if the municipality wants to exercise maximum control over the quality of the material marketed by the facility when processor and municipality enter into a revenue sharing agreement.*

C.4 a Product Quality and Residue

**Suggested Language:**

PROCESSING CONTRACTOR hereby guarantees that the quality of each shipment or load of end product produced from processing of Designated Recyclables shall meet Product Quality Standards, as defined below in Section C.4 b, and that the amount of residue remaining after the processing will be no greater than *[--- %]* per ton of material meeting the requirements of Facility Delivery Standards as accepted and processed by the PROCESSING CONTRACTOR

C.4 b Product Quality Standards

*Standards for processed materials are determined by a number of industry groups and specification societies. In some cases, more than one set of standards exist for one material. In these cases, the standards are very similar or the same, and compliance with either standard will be acceptable. The organizations that issue standards update them continuously. A list of these organizations is included as Appendix E to this template.*

**Suggested Language:**

It shall be the PROCESSING CONTRACTOR'S responsibility to produce materials that comply with the current quality specifications listed in *[Appendix \_\_\_\_]* of this contract and amended as necessary by PROCESSING CONTRACTOR with approval from MUNICIPALITY.

C.4 c Facility Delivery Standards

*Purpose: To provide the processing contractor with the authority to accept and reject loads based on the specifications for the quality of material brought in to the facility. Without this authority, and these specifications, it will be difficult to set Product Quality Standards for the processor to meet.*

**Suggested Language:**

PROCESSING CONTRACTOR's obligation to accept and process Designated Recyclables delivered on behalf of the MUNICIPALITY shall not prohibit PROCESSING CONTRACTOR, in its sole discretion, from inspecting any vehicle delivering Designated Recyclables to the processing facility. If during any vehicle inspection, PROCESSING CONTRACTOR determines that the vehicle is delivering Designated Recyclables not conforming to the Facility Delivery Standards, PROCESSING CONTRACTOR shall require hauler to remove the vehicle from the MRF. PROCESSING CONTRACTOR shall immediately notify the MUNICIPALITY of any rejection, stating the time and date of rejection, the hauler and driver's name, the point of origin and the reason(s) for rejection and shall follow this with a report in writing of the same information delivered within two (2) working days to the MUNICIPALITY.

*Examples of Facility Delivery Standards are contained in Appendix F (Source: Ann Arbor, MI).*

## **SECTION V: ADDITIONAL REQUIREMENTS FOR COLLECTION SERVICES**

### **A. EMPLOYEE APPEARANCE AND CONDUCT**

#### **A.1 Employee Uniforms**

***Suggested Language:***

The CONTRACTOR must furnish each collector with an appropriate uniform identifying them as employees of the CONTRACTOR. The uniform need not be a complete set of clothing but must be sufficient to ensure easy identification. The CONTRACTOR's employees are required to wear the uniform at all times while on duty. All collection employees must wear a reflective safety vest with the name of the Company affixed. Regardless of uniform, shirts must be worn at all times. The MUNICIPALITY reserves the right to approve the uniform furnished by the CONTRACTOR.

#### **A.2 Employee Conduct**

***Suggested Language***

All CONTRACTOR personnel must maintain a courteous and respectful attitude toward the public at all times. At no time must they solicit, request or receive gratuities of any kind. The CONTRACTOR must direct its employees to avoid loud and/or profane language at all times during the performance of duties. Any employee of the CONTRACTOR who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous must be removed from service under this contract by the CONTRACTOR.

### **B. COLLECTION SUPERVISION**

#### **B.1 Identification of Key Personnel**

***Suggested Language***

The following key personnel shall remain responsible for the maintaining the contract throughout the period of the contract.

*[list names]*

It shall be the CONTRACTOR's responsibility to provide the MUNICIPALITY with at least one (1) week notice in advance of any change of key personnel. In the event of a change, the replacement must have qualifications equal or better than the prior key personnel.

#### **B.2 Collection Supervision**

***Suggested Language:***

CONTRACTOR shall provide one Route Supervisor for every *[number]* daily collection route(s). Route Supervisor(s) shall oversee effective completion of daily collection activities on each route. When a Route Supervisor is performing any other job than that of a Route Supervisor, the CONTRACTOR must supply a substitute Route Supervisor. Route Supervisor(s) must be in a pick up truck on the routes from *[hour]* am until all routes are completed. If all routes are not completed, the Route Supervisor shall inform MUNICIPALITY of the routes that are not completed and advise MUNICIPALITY when the routes shall be completed. Each Supervisor must have a two-way radio, portable telephone and a beeper; telephone and beeper phone numbers must be given to MUNICIPALITY.

Each collection vehicles shall be equipped with a two-way radio to allow instant communications between the collection vehicle, the Contractor's office, and Route Supervisor vehicles.

## C. REPORTS AND RECORD KEEPING

### C.1 Customer Database

Purpose: *To maintain a list of customers if required for billing purposes.*

***Suggested Language:***

CONTRACTOR shall maintain at all times a computerized database containing a complete file of Service Recipients coded by category, whether or not the service is on the premises, and

*[insert refuse and/or recycling container information such as numbers and sizes of Garbage containers, number of replacement recycling bins].*

The file shall include Service Recipient addresses, including zip code. The data base shall at all times be accessible by MUNICIPALITY via modem for inquiry via inquiry screens.

### C.2 Weight Receipts

Purpose: *To require regular monthly reporting of waste and/or recycling tonnages collected.*

***Option 1:***

The CONTRACTOR shall provide on a monthly basis to the MUNICIPALITY certified weight receipts for all materials collected each day during the month by the CONTRACTOR in the collection sector. Weight slips must contain gross, net and tare weights, truck number, and the date and time of the weight slip. All information on weight slips must be legible or payment for those tonnages will be withheld. Weights must be obtained from either [insert MUNICIPAL transfer stations or certified scales] approved by the MUNICIPALITY.

False or altered weight slips shall be cause for contract termination.

***Option 2:***

The CONTRACTOR shall provide to the MUNICIPALITY a monthly, written accounting of the tonnage transferred from the MUNICIPALITY and delivered to the [facility name] facility in [location] including copies of weight slips receipts.

### C.3 Monthly Project Status Reports

***Suggested Language (Recycling program reporting):***

The CONTRACTOR shall submit monthly project reports for the length of the contract period commencing upon contract signing. These reports shall be due within ten working days from the end of the month. The CONTRACTOR shall not receive their monthly compensation until all items required in the report are submitted to the MUNICIPALITY. At a minimum, the reports shall include:

- . Summaries of tonnages of all materials collected, by material category *[insert appropriate category based on collection method (i.e. commingled containers, mixed paper, mixed plastics, newspaper, mixed glass, etc.)]* ;
- . Summaries of tonnages of all materials sold, by material;
- . Summaries of weight of materials collected and disposed of due to contamination;

- . Average market prices based on actual sales of each material sold that month including whether material was loose or baled;
- . Statistics on collection participation including [insert number of resident set-outs, and/or number of buildings signed up, number of units in each building and the number of collections for each building];
- . Status of all complaints forwarded to the CONTRACTOR by official MUNICIPALITY letter during the month including, but not limited to: replacement of containers; employee misconduct; and, CONTRACTOR responses to citizen's damage claims; and,
- . Description of progress in meeting the implementation schedule including any problems encountered and how they were resolved.

#### **C.4 Quarterly Reports (Optional)**

***Suggested Language:***

The CONTRACTOR shall provide quarterly project status reports. These reports will be due within fifteen (15) days of the close of the quarter being reported.

At a minimum, the reports shall include:

- . Progress in meeting the implementation schedule;
- . Detailed data to allow analysis of collection and processing efficiencies including average number of trucks used per day, average number of *[households, and/or buildings]* collected per day, and average tons processed per hour; and,
- . Discussion of education and publicity efforts and their results.

#### **C.5 Annual Reports**

***Suggested Language:***

The CONTRACTOR shall provide year-end annual reports for each year the project is in operation. These reports will be due within 30 days of the end of the calendar year.

At a minimum, the reports shall include:

- . A collated summary of the recycling tonnages collected as contained in the *[monthly, quarterly]* reports, and a summary of participation rates and recovered materials for the year;
- . A discussion of public awareness activities and their impact on participation and recovered volumes; and,
- . A discussion of highlights and problems and measures taken to resolve problems and increase efficiency and household participation.

### **D. INSPECTIONS**

*Purpose: To provide access to the Contractor's facilities and equipment used for the recycling program as well as to the records kept on the program.*

***Suggested Language***

The MUNICIPALITY reserves the right to inspect the facilities, equipment, personnel and operations of the CONTRACTOR to assure itself of the appearance, sound business operations and compliance with contractual provisions of the contract.



The MUNICIPALITY reserves the right to review the records kept on the recyclable commodities collected under the terms of this contract.

The MUNICIPALITY agrees to notify the CONTRACTOR at least twenty-four (24) hours prior to such inspections.

## **E. PERFORMANCE REVIEW**

Purpose: *To clearly define the process for review of contractor's performance.*

### ***Suggested Language:***

At the MUNICIPALITY's sole discretion, with 30 days written notification to the CONTRACTOR, the MUNICIPALITY may conduct a performance review, which may include a public hearing at which CONTRACTOR shall be present, to review CONTRACTOR's performance and quality of service and to provide for evaluation of technological and regulatory changes and their effect on the services provided under this contract. The reports required by this agreement, including but not limited to those regarding customer complaints, may be utilized as a basis for review. Such reviews and/or hearings shall be scheduled by the MUNICIPALITY at its discretion throughout the term of this agreement.

Within 30 days after conclusion of any such review and/or hearing, the MUNICIPALITY will issue a report on the adequacy and quality of CONTRACTOR performance. If a review not involving a public hearing is conducted, CONTRACTOR shall be provided an opportunity to meet and confer with MUNICIPALITY staff prior to issuance of the report.

## **F. MEETINGS AND COMMUNICATIONS**

Purpose: *To facilitate regular communications between contractor and municipality during the implementation and carrying out of the contract.*

### ***Suggested Language:***

In order to minimize problems during contract implementation, and to provide thereafter a forum for discussing and resolving any issues that may arise, the parties agree to meet on a regular basis and to adopt communications procedures as follows:

Telephone and Facsimile Message Machine Access. Both parties agree to have their telephone lines staffed every Monday through Friday (excluding MUNICIPALITY holidays) between *[insert times]*. If so directed by the MUNICIPALITY, the CONTRACTOR shall provide a dedicated telephone line to receive MUNICIPALITY messages. Both parties shall have facsimile message machines and they must remain operational 24 hours a day.

### ***Optional Language:***

Electronic Transmission of Customer Information, Service Complaints, and Monthly Reports. Wherever possible, the electronic transmission of data will be utilized and both parties agree to cooperate in the exploration of electronic data transmission opportunities.

Meetings During the Implementation Phase. The period from the date of contract signing by the CONTRACTOR until the last area of the MUNICIPALITY receives collection services (or such earlier date as may be mutually agreed to by the parties) shall be referred to as the "Implementation Phase". During the Implementation Phase, meetings shall be held between representatives of the parties on a weekly basis, or on such more or less frequent basis as may be mutually agreeable. The primary purposes of such meetings shall be to discuss the CONTRACTOR's Implementation Plan, to evaluate *[i.e., container delivery progress]* or problems, to air and seek resolution of complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information and public relations.

Meetings After the Implementation Phase. After the Implementation Phase, meetings shall be held at least on a monthly basis, unless otherwise mutually agreed to, between representatives of the

parties. Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.

Designation of Representatives. Each party shall send at least one representative to each weekly or monthly meeting. The MUNICIPALITY shall send to each meeting at least one staff member with operation expertise, *[such as an inspector, inspector supervisor, or former inspector]*. Each party shall designate one, and only one, representative as its Lead Representative. If a party sends only one representative to any meeting, that person shall be conclusively presumed to be its Lead Representative.

A Lead Representative shall have the authority but not the obligation to enter into binding agreements, on behalf of the party represented, concerning the following types of service-related matters:

- . Container placement
- . Customer complaints about missed collections, scatters, or employee conduct
- . CONTRACTOR complaints about Utility enforcement of regulations
- . Responsibility for damage to or theft of containers
- . Container delivery problems
- . Promotion, public information and public relations

Meeting Location and Format. Meetings during the Implementation Phase will be held at the offices of the MUNICIPALITY unless otherwise agreed. Meetings held after the Implementation Phase will be held at a location agreed upon by both parties. Each party shall be available for at least 90 minutes per meeting, unless otherwise agreed in advance. Meetings shall be held during normal business hours.

## SECTION VI: COMPENSATION

### A. BASE RATE

Purpose: *To establish the basis for the rate by which the contractor will be paid for each type of service performed under the contract, and the terms of that compensation.*

#### A.1 Collection Services

##### **Option 1 (Payment per Service Recipient):**

For services performed during the first year of the contract from *[month & year]* to *[month & year]* inclusive, the Base Rate shall be: *[select and complete all that apply]:*

*Recyclables Collection and Transport: [rate] per Service Recipient*

*Refuse Collection and Transport: [rate] per Service Recipient*

*Recyclables and Refuse Collection and Transport: [rate] per Service Recipient]*

The Base Rate shall be adjusted annually in accordance with Section VI.G. If, during a month, a Service Recipient is added to or deleted from CONTRACTOR's Service Recipient list, the Base Rate compensation shall be pro-rated as follows:

- 1) if the Service Recipient received service for at least fifteen (15) calendar days during the month, CONTRACTOR shall be compensated for that Service Recipient at the full monthly rate;
- 2) if the Service Recipient received service for less than fifteen (15) calendar days during the month, CONTRACTOR shall be compensated for that Service Recipient for that month a one-half (1/2) of the monthly rate.

##### **Optional Language (Recycling incentive payment):**

MUNICIPALITY shall pay CONTRACTOR a Recycling Incentive Payment subject to the tonnage limitations set forth below. For services performed during the first year of the Contract from *[month & year]* to *[month & year]* inclusive, the Recycling Incentive Payment shall be *[rate]* per ton of Designated Recyclables recycled. For the purpose of calculating the number of tons recycled, "recycled" means tons of recyclables accepted for processing at the designated processing facility. "Recycled" does not include stockpiling, storage, or disposal of Designated Recyclables by the CONTRACTOR.

MUNICIPALITY shall pay CONTRACTOR a Recycling Incentive Payment for annual tonnage of Designated Recyclables greater than *[low number]* and less than *[high number]*. No Recycling Incentive Payment shall be made if annual tonnage falls below *[low number]*. No Recycling Incentive Payment shall be made for tonnage in excess of *[high number]*.

##### **Option 2 (Fixed fee):**

For services performed during the first year of the Contract from *[month & year]* to *[month & year]* inclusive, the Base Rate shall be: *[select and complete all which apply]:*

*Recyclables Collection and Transport: [rate] per [month or year]*

*Refuse Collection and Transport: [rate] per [month or year]*

*Recyclables and Refuse Collection and Transport: [rate] per [month or year]*

The Base Rate shall be adjusted annually in accordance with Section VI.G.

##### **Optional Language (Recycling incentive payment):**

See above.

**Option 3 (Payment per ton collected):**

For services performed during the first year of the Contract from [month & year] to [month & year] inclusive, the Base Rate shall be: [select and complete all which apply]:

Recyclables Collection and Transport: [rate] per Ton  
Refuse Collection and Transport: [rate] per Ton

The Base Rate shall be adjusted annually in accordance with Section VI.

**A.2 Processing and Marketing Services**

*The costs of processing and marketing of materials from a municipality might be based on a fixed monthly fee or a cost per ton fee processed. The cost per ton processed might vary for commingled paper versus commingled containers. In addition, revenue sharing for materials might be part of the processing and marketing contract or may be used to offset the monthly processing fee.*

**Option 1 (Fixed monthly processing fee):**

For recyclables processing and marketing services performed during the first year of the contract from [month & year] to [month & year] inclusive, the Base Rate shall be [rate] per [month or year]. The Base Rate shall be adjusted annually in accordance with Section VI.

**Option 2 (Payment per ton processed):**

For recyclables processing and marketing services performed during the first year of the contract from [month & year] to [month & year] inclusive, the Base Rate shall be [rate] per ton processed. The Base Rate shall be adjusted annually in accordance with Section VI.

**Option 3 (Payment per ton by material):**

For recyclables processing and marketing services performed during the first year of the contract from [month & year] to [month & year] inclusive, the Base Rate shall be:

[rate] per ton of mixed paper processed, and

[rate] per ton of commingled containers processed.

The Base Rate shall be adjusted annually in accordance with Section VI.

**B. REVENUE FROM SALE OF RECYCLABLES**

*Purpose: To set the terms for any sharing of revenue. Revenue sharing might be part of the processing and marketing contract if the municipality is willing to share some of the risk with the contractor on the value of materials collected and processed during the contract term. The amount of revenue shared between the municipality and contractor is dependent upon the amount of risk that a municipality is willing to assume.*

**B.1 Revenue Sharing**

*Revenue sharing agreements may be included in the contract in addition to the payment of a base processing fee, as outlined above in Section VI.A.2. In some cases, revenue sharing agreements might be made in the absence of a base processing fee.*

**Option 1 (Contractor retains all revenue):**

CONTRACTOR shall retain all revenues from the sale of recyclable commodities. MUNICIPALITY shall incur no liability for any fees that CONTRACTOR may pay to market recyclable commodities or to dispose of non-recyclable residue.

**Option 2 (Revenue share based on market index):**

CONTRACTOR shall pay MUNICIPALITY revenue from the sale of the recyclable commodities based upon the following:

<u>Commodity</u>	<u>Market Index</u>	<u>Percentage of Index Paid to Municipality</u>
Paper:	<i>[OBM Buffalo Highside]</i>	<i>[insert %]</i>
Baled ONP	“ ”	
Baled OCC	“	
Baled OWP	“	
Baled RMP	“	
Baled OMG/OTD	“	
Other	“	
Containers:	<i>[Recycling Times ]</i>	
Crushed Clear Glass	‘	
Crushed Brown Glass	‘	
Crushed Green Glass	‘	
Aluminum Cans	‘	
Steel Cans	‘	
Baled Mixed PET	‘	
Baled HDPE Natural	‘	
Baled HDPE Mixed Color	‘	
Other	‘	

**Option 3 (Revenue share based on percent of net revenue):**

CONTRACTOR shall pay or credit MUNICIPALITY *[percent]* of net revenues which shall be equal to the “weighted average” price the CONTRACTOR receives for the resale of recyclables materials, exclusive of shipping cost to market considerations. This information is confidential and shall be treated as such by the MUNICIPALITY.

The weighted average means that when selling to more than one vendor at different prices the amount paid or credited to the MUNICIPALITY is a weighted based on the quantity sold, not the arithmetic average.

EXAMPLE:

100 tons sold to Vendor A at \$35/ton = \$3500  
 200 tons sold to Vendor B at \$40/ton = \$8000  
 Thus \$11,500 divided by 300 tons = \$38.33 /ton

MUNICIPALITY shall incur no liability for any fees that CONTRACTOR may pay to market recyclable commodities or to dispose of non-recyclable residue.

## **B.2 Payment of Market Revenues**

### ***Suggested Language:***

At the close of each month, the CONTRACTOR shall compute the amount due the MUNICIPALITY for all materials. Within thirty (30) days following the close of each month, the CONTRACTOR shall remit to the MUNICIPALITY full payment for all material delivered during the preceding month. For each month, the CONTRACTOR shall furnish to the MUNICIPALITY a statement reflecting the aggregate quantity of material sold, determined as set forth above, for each of those materials for the month, and the price for which it was sold, revenue from which was received during the month; and the amount of any freight charges in connection with sale of that material deducted from gross revenue.

## **B.3 Right to Inspect Books**

### ***Suggested Language:***

With prior notice to the CONTRACTOR, the MUNICIPALITY shall have the right to inspect the books and records of the CONTRACTOR related to the delivery and sale of any MUNICIPALITY material during the Contractor's normal business hours. Upon request, the CONTRACTOR shall furnish to the MUNICIPALITY copies of any such records, and the CONTRACTOR shall have the right to charge the MUNICIPALITY the reasonable cost of reproduction. Such records and information are proprietary to the CONTRACTOR and shall not be disclosed by the MUNICIPALITY to any other party or person without the Contractor's prior consent.

## **C. COMPENSATION FOR ADDITIONAL SERVICES**

### ***Suggested Language:***

MUNICIPALITY shall pay CONTRACTOR for emergency services performed pursuant to Section III. of this Contract at the rate of *[number]* per hour.

The CONTRACTOR may bill the MUNICIPALITY for replacement of any Container or Insert damaged, destroyed, lost, by the resident or stolen. The replacement price shall be set by a rate schedule filed with the MUNICIPALITY. Rates shall be reasonable and may be changed from time-to-time. The MUNICIPALITY may disapprove a rate deemed unreasonable. CONTRACTOR shall not be compensated for replacement of Containers that are covered under the manufacturer's warranty.

MUNICIPALITY shall not compensate CONTRACTOR for collection of overflow material.

## **D. INVOICING AND PAYMENT**

### **D.1 Collection Services Invoice**

#### ***Suggested Language:***

CONTRACTOR shall invoice MUNICIPALITY for collection services at the end of each month of service. CONTRACTOR shall submit to MUNICIPALITY an invoice within fifteen (15) working days of the last day of each month for payment of service performed under this Contract. The monthly invoice shall include the following *[insert all that apply]*:

*The number of Service Recipients served during the month*  
*The Base Rate per Service Recipients*  
*The number of tons of Designated Recyclables collected during the month*  
*The Base Rate per ton*  
*The Recycling Incentive Payment per ton*  
*The total Base Rate Payment due*  
*The total Recycling Incentive Payment due*

*Description and number of hours of Emergency Services performed during the month*

*The Emergency Service cost per hour, and the total due for Emergency Services  
The number of Containers or Insert damaged, destroyed, lost, by the resident or stolen  
that were replaced during the month  
The cost per Container, and the total due for replacement Containers  
The total amount due for all collection services performed during the month.]*

## **D.2 Processing and Marketing Services Invoice**

### ***Suggested Language:***

CONTRACTOR shall invoice MUNICIPALITY for processing and marketing services on a monthly basis at the end of each month of service. CONTRACTOR shall submit to MUNICIPALITY a monthly invoice within fifteen (15) working days of the last day of each month for payment of service performed under this Contract. The monthly invoice shall include the following: *[insert all that apply:*

*The number of tons of Designated Recyclables processed during the month  
The number of tons of each recyclable commodity marketed during the month  
The number of tons of residual non-recyclable waste produced during the month  
The on-site inventory of each recyclable commodity on the last day of the month  
The Base Rate per ton  
The total Base Rate Payment due  
The number of tons of each recyclable commodity sold during the month subject to  
revenue sharing pursuant Section V.B, the total gross revenue received during the month,  
and the amount of revenue due to the MUNICIPALITY  
The total amount due (payable) for processing and marketing service performed during the  
month]*

## **D.3 Municipality Review and Payment**

### ***Suggested Language:***

MUNICIPALITY shall review the monthly invoice(s) submitted by CONTRACTOR. Within *[number]* business days of receipt of invoice(s), MUNICIPALITY will notify CONTRACTOR of any discrepancies or deficiencies in said invoice. CONTRACTOR shall meet with MUNICIPALITY within *[number]* business days of CONTRACTOR's receipt of notice of discrepancy or deficiency to resolve any such dispute, to provide any statements or documentation requested by MUNICIPALITY, and provide any statements or documentation to support CONTRACTOR's claims. If MUNICIPALITY does not notify CONTRACTOR within *[number]* business days of receipt of invoice(s), the invoice shall be considered an Approved Invoice.

MUNICIPALITY will pay approved Invoices on a net *[number]* day basis after MUNICIPALITY's approval of CONTRACTOR's said invoice. In the event that MUNICIPALITY notifies CONTRACTOR of any discrepancies or deficiencies in a monthly invoice, MUNICIPALITY shall pay CONTRACTOR any undisputed amounts on a net *[number]* day basis after MUNICIPALITY's said notice. MUNICIPALITY shall pay disputed amounts on a net *[number]* day basis after resolution of dispute with CONTRACTOR. If any amount listed on the invoice(s) remains in dispute after discussion of the invoice pursuant to this section, payment is subject to adjustments as set forth below.

## **E. ADJUSTMENTS TO PAYMENT**

### ***Suggested Language:***

In the event that CONTRACTOR fails to provide services as required under this contract, CONTRACTOR shall reimburse MUNICIPALITY for any costs incurred by MUNICIPALITY to provide such services plus an administrative fees of *[percent]* of costs incurred by MUNICIPALITY.

In the event CONTRACTOR fails to maintain or submit adequate and accurate records pursuant to Section IV.E, or fails to maintain records for services performed under this contract separate from records for other services, and MUNICIPALITY incurs any cost for the creation, recreation, correction or maintenance of such records, CONTRACTOR shall reimburse MUNICIPALITY for any

and all such costs incurred by MUNICIPALITY plus an administrative fees of [percent] of costs incurred by MUNICIPALITY.

If MUNICIPALITY makes any payments or incurs any cost for which MUNICIPALITY is entitled to reimbursement from CONTRACTOR pursuant to this contract, MUNICIPALITY may deduct such reimbursement from any payment due to the CONTRACTOR from MUNICIPALITY. MUNICIPALITY shall submit to CONTRACTOR written documentation in support of such deduction upon request of CONTRACTOR. In the event MUNICIPALITY does not deduct such reimbursement from CONTRACTOR's payment but submits an invoice to CONTRACTOR for reimbursement, CONTRACTOR shall reimburse MUNICIPALITY within [number] days of receipt of said invoice.

## F. WITHHOLDING OF MONTHLY PAYMENT

### ***Suggested Language:***

In the event CONTRACTOR fails to perform any of the following in accordance with the terms of this contract, MUNICIPALITY may, in addition to any other remedies provided by law or this contract, withhold the monthly payment(s) otherwise due from MUNICIPALITY to CONTRACTOR. MUNICIPALITY may withhold such payments until such time as CONTRACTOR performs in accordance with this contract.

*[list all submittals or documents required from the Contractor, e.g. route maps, equipment inventories, marketing plans, education/promotion plan or materials, proper notification of residents, proper records and reports, use of vehicles not complying with specs, use of un-licensed or un-registered vehicles, failure to meet service standards, etc.]*

## G. ANNUAL ADJUSTMENT

### ***Suggested Language:***

On [contract anniversary date] of each year of the term of this contract, MUNICIPALITY shall adjust upward or downward the Base Rate(s) and costs for additional services. The annual adjustment shall be [percent] of the annual December-to-December percent change in the Consumer Price Index for urban wage earners (Boston) as published by the United States Department of Labor, Bureau of Labor Statistics. New rates and prices shall be adjusted to the nearest cent. The same annual adjustment factor shall be applied to Liquidated Damages.

The annual increase or decrease shall not exceed [percent] and the aggregate increase or decrease for the term of this Contract (excluding any extensions exercised pursuant to Section VII, A. 2) shall not exceed [percent].



## SECTION VII: GENERAL TERMS AND CONDITIONS

### A. CONTRACT TERM AND RENEWAL PROVISIONS

#### A.1 Term

Purpose: *To establish the term of the contract. Typically, contracts run for 3 years to allow contractor to amortize equipment. However, authorization to enter into multi-year contracts in excess of three years requires approval of the legislative body of the Municipality (i.e. City Council or Town Meeting).*

**Suggested Language:**

The term of this contract shall be from *[start date]* to *[finish date]*, inclusive, subject to extension as provided below, or until otherwise terminated pursuant to Section VII-N. Contract obligations beyond one year are subject to annual appropriation.

#### A.2 Extension of Term

Purpose: *In some cases, if legal under state and local statutes, it may be desirable to extend term for defined period.*

**Suggested Language:**

On or before *[date]*, MUNICIPALITY, at its sole discretion, may provide to CONTRACTOR a written request to extend the term of this contract for one additional period of *[number]* years. CONTRACTOR shall respond in writing to MUNICIPALITY's request within *[number]* calendar days of the date of the request. If CONTRACTOR fails to respond within said *[number]* days, MUNICIPALITY's request shall be deemed withdrawn and MUNICIPALITY shall have no obligation to extend the term of this contract beyond *[date]*. The extension of the term of this contract shall be considered an amendment to this contract and shall not become effective unless approved in A.3 below.

If the term of this contract is extended, the compensation provisions of Section VI shall not be subject to negotiation. However, the compensation payable to CONTRACTOR shall be adjusted through the extended term as provided in Section VI-G, Annual Adjustment.

Finally, contract obligations beyond one year are subject to annual appropriation.

#### A.3 Amendment

**Suggested Language:**

This contract may be amended, modified or extended only by written agreement duly authorized by CONTRACTOR and MUNICIPALITY and executed by their authorized representatives.

### B. COMPLIANCE WITH LAWS AND REGULATIONS

#### B.1 Applicable Laws and Regulations

**Suggested Language:**

CONTRACTOR agrees that, in performance of work and services under this contract, CONTRACTOR will qualify under and comply with any and all federal, State and local laws and regulations now in effect, or hereafter enacted during the term of this contract, which are applicable

to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

## **B.2 Permits and Licenses**

### ***Option 1:***

CONTRACTOR, at its sole cost and expense, shall maintain throughout the term of this contract all permits, licenses and approvals necessary or required for CONTRACTOR to perform the work and services pursuant to this contract.

### ***Option 2:***

CONTRACTOR shall, no less than 30 days prior to the commencement date, obtain all federal, state and/or local permits or licenses as are required to carry out its obligations under this contract. During the term of this contract, including any extension thereto, it shall carry out its obligations under this contract in compliance with all applicable provisions of federal, state and local laws and regulations, and applicable judicial and administrative interpretations thereof. If the CONTRACTOR subcontracts with any other entity to carry out its obligations under this contract, it shall insure that such entity carries out such obligations in compliance with all applicable provisions of federal, state and local laws and regulations, and any applicable judicial and administrative interpretations thereof.

## **B.3 Laws to Govern**

### ***Suggested Language:***

This contract is entered into and is to be performed in the Commonwealth of Massachusetts. MUNICIPALITY and CONTRACTOR agree that the law of the Commonwealth of Massachusetts shall govern the rights, obligations, duties and liabilities of the parties to this contract and shall govern the interpretation of this contract.

## **C. FAIR LABOR PRACTICES**

### **C.1 Equal Employment Opportunity and Nondiscrimination**

#### ***Suggested Language:***

MUNICIPALITY has a firm commitment to affirmative action and equal employment opportunity, CONTRACTOR shall not discriminate against applicants or employees on the grounds of race, sex, color, religious creed or national origin in any phase of the employment process or in any conditions of employment.

#### ***Optional Language for Sub-Contracting:***

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

### **C.2 Wage Rates**

#### ***Option 1:***

All service provided by CONTRACTOR pursuant to this contract must be in compliance with Massachusetts General Laws Chapter 149, Section 26 through 27F pertaining to prevailing wage rate minimums as determined by the Department of Labor and Industries. Prevailing wage rates do not apply to recyclables processing facility workers.

### **C.3 Hiring of Displaced Workers**

***Suggested Language:***

CONTRACTOR acknowledges that when collection services are transferred to CONTRACTOR, workers who performed services for [MUNICIPALITY or MUNICIPALITY's current contractor] may be displaced from their employment. CONTRACTOR shall consider such displaced workers for employment.

### **D. SUBCONTRACTORS**

***Suggested Language:***

CONTRACTOR is engaged as an independent CONTRACTOR and will be responsible for any federal, state and local taxes and fees applicable to payments hereunder. The CONTRACTOR shall not subcontract its work under the contract, in whole or in part, without first requesting and receiving the written approval of MUNICIPALITY regarding each Subcontractor, including any change in Subcontractor. CONTRACTOR shall fully describe the Subcontractor's responsibilities and shall provide other information with respect to such subcontracts as MUNICIPALITY may require. Subcontracting approval shall not be unreasonably withheld by the MUNICIPALITY.

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

CONTRACTOR shall require any approved Subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the CONTRACTOR as specified in the contract. Notwithstanding MUNICIPALITY approval of a Subcontractor, CONTRACTOR shall remain obligated for full performance hereunder, and MUNICIPALITY shall incur no obligation other than its obligations to the CONTRACTOR hereunder. CONTRACTOR agrees that if Subcontractors are employed in the performance of this Contract, CONTRACTOR and its Subcontractors are subject to Worker's Compensation requirements.

CONTRACTOR and its Subcontractors and employees are not employees of the MUNICIPALITY and are not eligible for any benefits through MUNICIPALITY, including without limitation, Federal Social Security, health benefits, worker's compensation, unemployment compensation, and retirement benefits.

### **E. ASSIGNMENT OF CONTRACT**

***Suggested Language:***

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

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

**F. INDEMNIFICATION AND HOLD HARMLESS**

***Suggested Language:***

CONTRACTOR shall indemnify and hold harmless MUNICIPALITY from and against any and all costs, loss, expense, liability damages, or claims for damage arising or resulting from any work by CONTRACTOR, including attorney's fees, expenses and costs of defending any action on account of any injury or damage to property or persons, or on account of any other action against MUNICIPALITY for any liability arising out of any work performed by or required of CONTRACTOR and on account of any injury (including death) to any persons or property arising from or resulting from the work provided for or performed by CONTRACTOR.

**G. INDEPENDENT CONTRACTOR**

***Suggested Language:***

In the performance of services pursuant to this Agreement, CONTRACTOR shall be an independent CONTRACTOR and not an officer, agent, servant or employee of MUNICIPALITY. CONTRACTOR shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Neither CONTRACTOR nor its officers, agents, employees, contractors or subcontractors shall obtain any right to retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to MUNICIPALITY employees and CONTRACTOR expressly waives and claim it may have or acquire to such benefits.

**H. SEVERABILITY**

***Suggested Language:***

Should one or more of the provisions of this Contract be held by any to court to invalid, void or unenforceable, the remaining provisions shall nevertheless remain and continue in full force and effect, provided that the continuation of such remaining provisions does not materially change the original intent of this Contract.

**I. PERFORMANCE BOND**

***Option 1:***

CONTRACTOR shall furnish, at the time of the award of the Contract, a Performance Bond in a form acceptable to MUNICIPALITY, executed by a surety company duly authorized to do surety business in the Commonwealth of Massachusetts in the amount of one hundred percent (100%) of the total annual cost of the Contract, including any alternatives elected by the MUNICIPALITY, as security for the faithful performance of this Contract. Said bond shall be executed yearly, shall be obtained prior to the execution of the initial Contract, and shall be a condition precedent to the execution of the Contract and each and any renewal thereof.

CONTRACTOR shall furnish, at the time of the award of the contract, a Payment Bond in a form acceptable to MUNICIPALITY, executed by a surety company duly authorized to do surety business in the Commonwealth of Massachusetts, in the amount of one hundred percent (100%) of the total annual cost of the Contract as security for payment of all persons performing labor and furnishing materials and equipment in connection with this Contract. Said payment bond shall be executed yearly, shall be obtained prior to the execution of the initial Contract, and shall be a condition precedent to the execution of the Contract and each and any renewal thereof.

**Option 2:**

CONTRACTOR shall annually provide MUNICIPALITY with a performance bond in a form acceptable to the MUNICIPALITY securing its satisfactory performance, including payment of liquidated damages, of its obligation under this Contract. Such bond shall first be submitted to MUNICIPALITY no later than the commencement date and annually thereafter if the contract is renewed. The performance bond shall be issued by a surety licensed to issue insurance in the Commonwealth of Massachusetts and shall be in a form acceptable to MUNICIPALITY. The penal amount for each bond shall be equal to the total estimated fee or payment for the upcoming service year.

**Additional Optional Language:**

In lieu of a surety bond, subject to MUNICIPALITY’S approval, CONTRACTOR may deposit with the MUNICIPALITY an irrevocable letter of credit drawn on a Massachusetts or national bank made payable to the MUNICIPALITY. The letter of credit shall be in the amount of *[insert appropriate amount or tie to the contract price]*. The form of the letter of credit and the issuing financial institution are subject to MUNICIPALITY’s approval. MUNICIPALITY is not obliged to accept a letter of credit in lieu of a surety bond.

**J. DAMAGES**

**J.1 Property Damage**

**Suggested Language:**

CONTRACTOR must be responsible for any damage to private property caused by the CONTRACTOR’s or Subcontractor’s employees during performance of this Contract. CONTRACTOR must replace or restore to its original condition any such damaged property at no cost to the occupant, owner, or the MUNICIPALITY. Within five (5) working days of CONTRACTOR notification by a customer or MUNICIPALITY, of a claim of fifteen dollars (\$15.00) or less, CONTRACTOR must resolve or make a commitment to pay a theft or damage claim. Within ten (10) working days of CONTRACTOR notification by a customer or MUNICIPALITY, of a claim in excess of fifteen dollars (\$15.00) CONTRACTOR must deliver written documentation to the MUNICIPALITY describing the complaint, the CONTRACTOR’s and complainant’s calculation of damages and either a commitment for immediate payment by the CONTRACTOR or a clear explanation of why the CONTRACTOR disputes the complainant’s claim. This written documentation must be signed by an Officer of the CONTRACTOR’s company.

**J.2 Liquidated Damages**

**Option 1:**

CONTRACTOR agrees that MUNICIPALITY is damaged by the failure to collect recyclables and other service deficiencies but that the amount of those damages would be difficult to determine. CONTRACTOR further agrees that the amount of liquidated damages set forth below are fair and reasonable compensation to MUNICIPALITY for CONTRACTOR’s failure to perform. In addition, should the failed collection result in MUNICIPALITY contracting with another firm to collect recyclables, the cost of this procurement will be borne by CONTRACTOR and deducted from the payments due the CONTRACTOR.

**1. Collection Failures.**

If the CONTRACTOR fails to collect recyclable material from a specific Service Recipient and this failure is reported to CONTRACTOR verbally or in writing by *[time]* of the day of the failure to collect, CONTRACTOR may be liable for liquidated damages of fifty dollars (\$50.00) for each occurrence if the material is not collected by *[time]* of the day of the failure to collect. If CONTRACTOR fails to collect recyclable material from a specific Service Recipient and this failure is reported to CONTRACTOR after *[time]* of the day of the failure to collect, CONTRACTOR may be liable for liquidated damages of fifty dollars (\$50.00) for each occurrence if the material is not collected by *[time]* the day following the day of the failure to collect.

If the missed collection of any Service Recipient is not corrected, in addition to the liquidated damages described above, liquidated damages of fifty dollars (\$50.00) for each occurrence may be levied for each calendar day the failure to collect is not corrected.

2. Container Placement.

If CONTRACTOR fails to empty the Service Recipient's Recycling or Refuse Container thoroughly, or leaves the container anywhere but where it was originally located, or does not place it upside down on the curb so as to not obstruct the sidewalk or right-of-way, CONTRACTOR may be liable for liquidated damages of ten dollars (\$10.00) for each violation. This liquidated damage will not be assessed if the sidewalk, driveway, or right-of-way is the only site to place the bin.

3. Thrown Bin/Container.

Liquidated damages of ten dollars (\$10.00) for each occurrence may be assessed if a Recycling or Refuse Container is thrown by the collector even if the collection was made.

4. Contaminated Recyclables or Improper Packaging.

If CONTRACTOR does not collect recyclables because of contaminated or improperly packaged material(s), failure to leave a notice that CONTRACTOR is rejecting material(s) may result in liquidated damages of ten dollars (\$10.00) per Service Recipient, per occurrence.

5. Damage Claims.

a. Liquidated damages of fifteen dollars (\$15.00) may be assessed if CONTRACTOR fails to resolve or make a commitment to pay a theft or damage claim for an amount that is less than fifteen dollars (\$15.00) within five (5) business days of receiving the complaint.

b. Liquidated damages also may be assessed if CONTRACTOR does not address complaints about damage or theft to private property in an amount that is greater than fifteen dollars (\$15.00) in a complete and timely manner.

c. Failure of CONTRACTOR to respond with properly completed documentation of damage or theft complaints to the MUNICIPALITY within ten (10) days after notification of the complaint may result in liquidated damages of fifty dollars (\$50.00) per day until paid or MUNICIPALITY is answered.

6. Submission of Reports.

Failure to provide the reports described in Section V. C in a complete, accurate manner, and by the date and time due may result in liquidated damages of ten dollars (\$10.00) per report. Liquidated damages of ten dollars (\$10.00) per day, for each calendar day that the reports are late, may be assessed for late reports.

7. Delays and Breakdowns.

Failure to inform MUNICIPALITY within one (1) hour of learning of a route deviation, truck change, or delay or breakdown on an individual route may result in liquidated damages of one-hundred dollars (\$100.00) per occurrence.

8. Route Maps.

Failure to submit accurate route maps by the time required in Section II. A may result in liquidated damages of one-hundred dollars (\$100.00) per day late, per route.

9. Customer Service Information.

Failure to prepare and distribute the education and promotional materials within the time required in Section III. A, will result in liquidated damages of one-hundred dollars (\$100.00) per day.

10. Gratuities.

Liquidated damages of five-hundred dollars (\$500.00) per occurrences may be assessed if employees solicit, request, or receive gratuities of any kind.

11. Safety Equipment.

Failure of employee to wear a reflective safety vest may result in liquidated damages of ten dollars (\$10.00) per occurrence.

12. Routes and Truck Assignments.

If CONTRACTOR fails to comply with the assigned route schedule, does not complete routes on time, or does not provide one (1) truck per route to cover each of the routes, liquidated damages in the amount of one-hundred dollars (\$100.00) per day, per route may be assessed.

13. Littering Laws.

If CONTRACTOR is found to be in violation of any State or local littering laws, in addition to any fines levied, liquidated damages in the amount of one-hundred dollars (\$100.00) per incident may be assessed.

14. Telecommunication Requirements.

a. If CONTRACTOR fails to provide local phone lines to receive calls from customers and/or fails to provide a local phone line and facsimile line to receive calls from MUNICIPALITY, liquidated damages of twenty dollars (\$20.00) per day, per phone/facsimile line may be assessed.

b. If the CONTRACTOR fails to provide one (1) local line and telephone beeper to be used exclusively for communication between CONTRACTOR's manager and MUNICIPALITY, liquidated damages of twenty dollars (\$20.00) per day, per phone/beeper line may be assessed.

15. Service Interruptions.

If CONTRACTOR suspends or interrupts the regular collection unless given prior approval by MUNICIPALITY, liquidated damages of fifty dollars (\$50.00) per day may be assessed.

16. Employee Misconduct.

If during the performance of their duties, the CONTRACTOR's employee(s) engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, under the influence of illegal drugs, or discourteous, CONTRACTOR is liable for liquidated damages of fifty dollars (\$50.00) per employee, per occurrence.

17. Complaints-Employee Behavior.

If a complaint about employee behavior is made by a customer or MUNICIPALITY, and CONTRACTOR fails to supply MUNICIPALITY with a verbal report within two (2) hours and a written report by 12:00 noon, the following day, of the action taken by CONTRACTOR, MUNICIPALITY may assess liquidated damages of fifty dollars (\$50.00) per day, per occurrence until the report is received.

**Option 2:**

MUNICIPALITY shall be entitled to assess liquidated damages against CONTRACTOR for failure to perform the following specified obligations under this Contract. 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 MUNICIPALITY in the event CONTRACTOR defaults on any of the following specified obligations. MUNICIPALITY shall have the right to withhold the amount of liquidated damages assessed by it from any payment owed to CONTRACTOR as a credit or offset of such amount.

- (a) Failure to immediately pickup Refuse spilled during collection: \$50.00 per occurrence
- (b) Failure to promptly pickup Refuse spilled during haul in MUNICIPALITY, or outside MUNICIPALITY boundaries if MUNICIPALITY receives a complaint of such a spill: \$500.00 per occurrence
- (c) Willful mishandling of Recycling Containers: \$25.00 per occurrence
- (d) Failure to place Recycling Containers upon emptying in a location where they will not block the pedestrian walkway or driveways: \$25.00 per occurrence
- (e) Following notice of complaint, failure to collect recyclables from a specific location on the same day as the regular collection route or the following day if so authorized by MUNICIPALITY: \$25.00 per occurrence
- (f) Failure to leave a rejection notice on material that is unacceptable due to contamination: \$25.00 per occurrence
- (g) When material is rejected, failure to notify MUNICIPALITY of the rejection of unacceptable materials on the same collection day that the rejection occurred or on the following day if so authorized by MUNICIPALITY: \$25.00 per occurrence

- (h) Failure to collect recyclables from five or more locations on the same day as the regular collection route or by 12:00 p.m. of the following day if so authorized by MUNICIPALITY: \$500.00 per occurrence
- (i) Continued violation of traffic laws, ordinances or regulations during the collection and haul, after written notice to correct from MUNICIPALITY: \$250.00 per occurrence
- (j) Failure by the CONTRACTOR to call in prior to the end of each work day to receive and reply to any complaints: \$100.00 per occurrence
- (k) Use of unmarked or uninspected collection vehicles: \$500.00 per occurrence
- (l) Use of a collection vehicle for collection and/or haul of recyclable materials or waste other than under the provisions of the Contract: \$1,500.00 per occurrence

## K. CONTRACTOR DEFAULT

### **Option 1:**

If MUNICIPALITY intends to seek a declaration of default, MUNICIPALITY shall first provide CONTRACTOR and CONTRACTOR's surety written notice specifying the nature of the alleged default(s). For default due to abandonment of work in Section II.M, CONTRACTOR and its surety shall have two calendar days from receipt of default notice to commence cures or to contest declaration of default in written reply to MUNICIPALITY. If CONTRACTOR makes timely contest of declaration of default for abandonment, CONTRACTOR and its surety shall have *[number]* calendar days from receipt of default notice to cure or commence cure of default(s). For default due to all other causes in Section II.M, CONTRACTOR and its surety shall have *[number]* calendar days from receipt of default notice to cure or commence cure of default(s).

If CONTRACTOR and Contractor's surety each fail to cure or commence cure with the required time after receipt of default notice, MUNICIPALITY may, subject to surety's rights under the Bond, declare CONTRACTOR to be in default. MUNICIPALITY shall provide CONTRACTOR and surety with written notice of declaration of default. On written declaration of default, MUNICIPALITY may proceed to take over some or all of CONTRACTOR's work. If CONTRACTOR or its surety wish to contest MUNICIPALITY's declaration of default, contestant must provide written notice of its intent to contest the declaration of default within *[number]* calendar days of receiving the declaration or default. Failure to provide such written notice shall constitute a waiver of any defense to the declaration of default. If CONTRACTOR or its surety properly contests the declaration of default, the contestant and MUNICIPALITY shall seek resolution of the dispute through a declaratory judgement or other action, on an expedited basis, in a court of competent jurisdiction.

In the event MUNICIPALITY makes a declaration that CONTRACTOR is in default under this Contract, MUNICIPALITY may, without relieving or waiving Contractor's obligations to perform under this Contract, make such payments or perform such acts as MUNICIPALITY deems necessary to provide such service. CONTRACTOR shall reimburse MUNICIPALITY for any payments made or costs incurred by MUNICIPALITY to provide such services during any period CONTRACTOR fails to perform such services. MUNICIPALITY may deduct the amount of such reimbursement from sums otherwise due to CONTRACTOR under this Contract.

### **Option 2 (Contractor non-performance):**

MUNICIPALITY may declare CONTRACTOR to be in default of this Contract in the event that the CONTRACTOR:

1. Fails to adequately perform collection service required by the Contract and such failure is of at least *[number]* consecutive days duration and occurs *[number]* or more times during a twelve month period;
2. Neglects, fails, or refuses to comply with a material term of this Contract;
3. Fails to perform collection services required by the Contract for at least *[number]* consecutive days duration and MUNICIPALITY has reasonable grounds to believe that CONTRACTOR has abandoned work;
4. Fails to ensure that at least *[number]* percent of recyclable materials collected under this Contract, and in any subsequent additions to the contract, are recycled.;
5. Disposes of any Designated Recyclables at any other location than a Recyclables Processing Facility;
6. Receives more than *[number]* verified Service Recipient Complaints per 10,000 customers per month during any three consecutive months;



7. Performs more than *[number]* verified Missed Collections per month during any three consecutive months; or,
8. Incurs greater than *[\$number]* in combined Property and Liquidated Damages per month during any three consecutive months.

Default of the contract shall be considered cause for possible termination of the contract.

## L. SUCCESSORS AND ASSIGNS

### ***Suggested Language:***

This Contract shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto; provided, however, this provision shall not be deemed to authorized the assignment or other transfer of this Contract which may only be accomplished as expressly provided in this Contract.

## M. BUY OUT CLAUSE

### ***Suggested Language:***

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

## N. TERMINATION

### ***Option 1:***

The CONTRACTOR's right to perform this contract may be terminated by the MUNICIPLAITY in the event the MUNICIPLAITY finds the CONTRACTOR to be in default for non-performance. Thereafter, the MUNICIPLAITY may have the service performed by others and the CONTRACTOR agrees to accept liability for all costs to the MUNICIPLAITY in excess of the contract price for the remaining portion of the contract.

### ***Option 2:***

MUNICIPALITY may terminate this Contract immediately upon written notice to the CONTRACTOR in the event CONTRACTOR fails to provide and maintain the performance bond as required by this contract, CONTRACTOR fails to obtain or maintain the insurance policies and endorsements as required by this contract, or CONTRACTOR fails to provide the proof of insurance as required by this Contract.

MUNICIPALITY may terminate this Contract upon thirty (30) calender days written notice to CONTRACTOR if the MUNICIPALITY fails to appropriate money for the purposes of providing [insert solid waste collection, recycling collection] services] in the MUNICIPALITY for the Service Recipients described in this Contract.

***Option 3:***

MUNICIPALITY has the right to terminate the contract without cause provided that MUNICIPALITY provide CONTRACTOR with 90 day notice, and that MUNICIPALITY pays all costs under this contract up until the date of termination.

## SECTION VIII: INSURANCE REQUIREMENTS

### ***Suggested Language:***

CONTRACTOR must provide the MUNICIPALITY insurance policies as stated below at the expense of the CONTRACTOR. The Insurance Certificate must be written in the name of MUNICIPALITY as an Additional Insured in order to protect the interest of MUNICIPALITY from any liability which might be incurred against it as the result of any operation of CONTRACTOR, its Subcontractors, or their employees.

The insurance required shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's and Contractor's Protective, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, whichever are greater.

Certificates must be presented to MUNICIPALITY at the time the Contract is signed by CONTRACTOR. CONTRACTOR and all Subcontractors waive subrogation rights against MUNICIPALITY for all losses.

Each policy shall contain a 30-day notice of cancellation, change or non-renewal.

Notice of Occurrence is to be given to the *[address for MUNICIPALITY contact/administrator]*.

Carriers must have an A.M. Best rating of A X or better.

Insurance policy must cover the entire contract period.

A. Owner's Protective Liability:		
Each Occurrence		\$ 500,000
Aggregate		\$ 500,000
B. Commercial Liability:		
General Aggregate		\$1,000,000
Each Occurrence		\$1,000,000
C. Automotive-For all owned, non-owned, hired and leased vehicles:		
Each Occurrence Combined Single Limit		\$1,000,000
or		
Bodily injury-each person		\$1,000,000
-each accident		\$1,000,000
Property damage-each occurrence		\$1,000,000
D. Umbrella:		
Combined single limit		\$1,000,000
General aggregate		\$1,000,000
E. Worker's Compensation:		
Coverage A	Statutory	
Coverage B	Each Accident	\$ 100,000
Disease-Policy Limit		\$ 500,000
Disease-Each Employee		\$ 100,000

CONTRACTOR MAY PURCHASE AND MAINTAIN EXCESS LIABILITY INSURANCE IN THE UMBRELLA FORM IN ORDER TO SATISFY THE LIMITS OF LIABILITY REQUIRED FOR THE INSURANCE TO BE PURCHASED AND MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH ABOVE. EVIDENCE OF SUCH EXCESS LIABILITY SHALL BE DELIVERED TO OWNER IN THE FORM OF A CERTIFICATE INDICATING THE POLICY

NUMBERS AND LIMITS OF LIABILITY OF ALL UNDERLYING INSURANCE. MUNICIPALITY MUST BE AN ADDITIONAL INSURED ON ANY SUCH UMBRELLA POLICY.

MUNICIPALITY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO AMEND THE INSURANCE REQUIREMENTS SET FORTH ABOVE.

## **APPENDIX A - Description of Service Area**

A complete description of the area to be served by the collection program should be provided here, including any division of the service area if multiple contracts are expected.

## **APPENDIX B - List of Service Recipients**

The types of customers to be served by the collection program should be described here. This includes a listing of any specific municipal and/or commercial buildings that the collection service should extend to as well as a listing of each apartment complex.

## **APPENDIX C - Container and/or Bag Specifications**

# Recycling and Refuse Container and Bag Specifications

## 1. Recycling Containers Specifications

### ***Suggested Language:***

Recycling Containers shall conform with the following minimum specifications:

- Shall be constructed of high quality polyethylene containing not less than *[percent]* post-consumer recycled resin.
- Shall be recyclable at the end of their useful life.
- Shall be of a uniform color approved by MUNICIPALITY that clearly distinguishes them as different from refuse collection containers
- Shall have a minimum wall thickness of *[fraction of inch]*.

### ***Option 1: Standard Bin***

Shall be rectangular in shape and have a volume not less than 18 gallons.

### ***Option 2: Stacking Bins***

Shall be rectangular in shape and have a volume not less than 14 gallons per container.

### ***Option 3: Roll Out Carts***

Shall be designed for semi-automated collection and have a volume not less than 60 gallons. Shall have an external handle not less than *[number]* inches in diameter. Shall be equipped with an axle and wheels with a minimum loading rate of *[number]* pounds. Wheels shall have a locking device to secure them to the axle of the cart.

All plastic components shall contain sufficient UV inhibitors to maintain their usefulness over a 10-year period.

All metal components shall meet corrosion resistance requirements as described in ASTM B117.

Shall be warranted to be free from manufacturer defect for a minimum of 10 years.

Shall have exteriors free of sharp edges, sharp corners, and protrusions.

Shall have a smooth interiors that is free from obstructions that may impede emptying.

Shall be labeled with the words *[MUNICIPALITY, program name, program logo, hotline number]* as approved by MUNICIPALITY.

Shall be sequentially numbered with a unique serial/identification number (beginning number to be supplied by MUNICIPALITY) molded, stamped, or engraved into the container body.

## 2. Refuse Container Specifications

### ***Suggested Language:***

Refuse Containers shall conform with the following minimum specifications:

- Shall be constructed of high quality polyethylene containing not less than *[percent]* post-consumer recycled resin.
- Shall be recyclable at the end of their useful life.
- Shall be of a uniform color approved by MUNICIPALITY that clearly distinguishes them as different from recycling collection containers
- Shall have a minimum wall thickness of *[fraction of inch]*.

### ***Option 1:***

Shall be designed for semi-automated collection and have a volume not less than *[number]* gallons.

### ***Option 2:***

Shall be designed for semi-automated collection and be available in the following capacities: *[number]* gallons, *[number]* gallons, and *[number]* gallons.



Shall have an external handle not less than *[number]* inches in diameter. Shall be equipped with axle and wheels with a minimum loading rate of *[number]* pounds. Wheels shall have a locking device to secure them to the axle of the cart.

All plastic components shall contain sufficient UV inhibitors to maintain their usefulness over a 10-year period.

All metal components shall meet corrosion resistance requirements as described in ASTM B117.

Shall be warranted to be free from manufacturer defect for a minimum of 10 years.

Shall have exteriors free of sharp edges, sharp corners, and protrusions.

Shall have a smooth interior that is free of obstructions that may impede dumping.

Shall include a tight fitting hinged lid made of the same material as the body; the lid shall be self draining and must open to 270 degrees without bending the hinge or the body.

Shall be water-tight and leak-proof.

Shall weigh no more than *[number]* pounds when fully assembled.

Shall be labeled with the words *[MUNICIPALITY, program name, program logo, hotline number]* as approved by MUNICIPALITY.

Shall be sequentially numbered with a unique serial/identification number (beginning number to be supplied by MUNICIPALITY) molded, stamped, or engraved into the container body.

### **3. Refuse Bags Specifications (Pay per bag program):**

#### ***Suggested Language:***

Materials - All refuse bags shall be flat and have a gauge thickness of 1.5 mil (full thickness), and should have a bottom seal and side welds. All bags should be new and unused, present a neat, well finished appearance inside and out and shall be free of all imperfections and/or defects. Bags should be uniformly made and seams shall be constructed in a manner that produces uniform strength. Bags shall meet the following ASTM test values:

Size - The bags shall be 30" in width and 36" in height.

Volume - The bags shall be 30 gallons with a weight capacity of 50 lbs.

Color - The trash bags shall be tinted so as to be translucent with a 50:1 ration of natural polyethylene mixed with color concentrate for proper translucency, as desired by the MUNICIPALITY. Color shall be *[insert color]* and be color fast. The MUNICIPALITY shall have final approval of the color.

Printing - Each bag shall be printed and coded on one side. Printing shall be horizontal and to the ground when the bag is filled and standing on its own. Printing shall be done with weather proof, waterproof, smudge proof ink that is *[insert]* in color.

Artwork - All artwork and printing plates shall become the property of the MUNICIPALITY. All printing layouts require the approval of the MUNICIPALITY.

Packaging and Shipping - *[add any specific requirements here]*

Weight per case - Each case of bags shall have identifying information on it showing the net weight of the bags, tare weight, and the gross weight of the case. The following formula will be applied as a check to the quantity of bags per case:

Pounds per thousand bags =  $W \times L \times \text{Millage}/15$

Specifications for Artwork/Lettering - *[include detailed specifications]*

## **APPENDIX D - List of Contracts Provided For Project**

## LIST OF CONTRACTS PROVIDED FOR PROJECT

The Massachusetts Department of Environmental Protection, Division of Solid Waste Management and DSM Environmental Services, Inc. (contractor to the MASS DEP for this project) would like to thank the following municipalities for providing contracts for use in the document.

### Arizona

Chandler, AZ

### California

Freemont, CA

San Francisco, CA

San Jose, CA

Sonoma County, CA

### Colorado

Boulder, CO

Longmont, CO

### Florida

Del Ray, FL

Jupiter, FL

Martin County, FL

PalmBeach, FL

### Louisiana

Baton Rouge, LA

### Maryland

Montgomery County, MD

### Massachusetts

Falmouth, MA

Lexington, MA

Longmeadow, MA

Medway, MA

Quincy, MA

Worcester, MA

### Michigan

Ann Arbor, MI

### Minnesota

St. Paul, MN

### Nebraska

Omaha, NE

### New Hampshire

Exeter, NH

Dover, NH

Durham, NH

Portsmouth, NH

### New Jersey

Swedesboro, NJ

### North Carolina

Cary, NC

Charlotte, NC

### Ohio

City of Cincinnati, OH

Columbus, OH

### Oregon

Portland, OR

### Pennsylvania

Allentown, PA

### Texas

College Station, TX

Eules, TX

### Tennessee

Nashville & Davison County, TN

### Vermont

Burlington, VT

Middlebury, VT

### Virginia

Charlotte, VA

SPSA, VA

Virginia Beach, VA

### Washington

Seattle, WA

## **APPENDIX E - Organizations Issuing Product Quality Standards**

# Organizations Issuing Product Quality Standards

## **Paper**

Institute of Scrap Recycling Industries, Inc. (ISRI), *Scrap Specifications Circular 1991, Guidelines for Ferrous Scrap, Nonferrous Scrap, Paper Stock*. 1325 G Street, NW, Suite 1000, Washington, DC 20001. (202)466-4050. FAX (202)775-9109.

American Society of Testing and Materials (ASTM), 1916 Race Street, Philadelphia, PA 19103.

The American Paper Institute, (202)463-2420, endorses ISRI's specifications.

## **Metals**

Institute of Scrap Recycling Industries, Inc. (ISRI), *Scrap Specifications Circular 1991, Guidelines for Ferrous Scrap, Nonferrous Scrap, Paper Stock, Plastic Stock*. 1325 G Street, NW, Suite 1000, Washington, DC 20001. (202)466-4050. FAX (202)775-9109.

American Society of Testing and Materials (ASTM), 1916 Race Street, Philadelphia, PA 19103.

Steel Can Institute, (800)876-SCRI and (412)922-2772 advocate the use of either ISRI or ASTM standards.

## **Plastics**

Institute of Scrap Recycling Industries, Inc. (ISRI), *Scrap Specifications Circular 1991, Guidelines for Ferrous Scrap, Nonferrous Scrap, Paper Stock, Plastic Stock*. 1325 G Street, NW, Suite 1000, Washington, DC 20001. (202)466-4050. FAX (202)775-9109.

Standards for plastics were set by The Council for Solid Waste Solutions, but are distributed through ISRI.

## **Glass**

Glass Packaging Institute (GPI), Washington, DC (202)887-4850. Natalie Roy, Recycling Director.

## **Processing Procedures and Testing**

American Society of Testing and Materials (ASTM), 1916 Race Street, Philadelphia, PA 19103.

## **APPENDIX F - Sample Facility Delivery Standards**

**Source: City of Ann Arbor, MI**