

COUNTY OF BARNSTABLE

PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Elaine Davis

Chief Procurement Officer

edav@barnstablecounty.org

Invitation for Bids

Barnstable County, through the Chief Procurement Officer is seeking sealed bids from qualified vendors for the Transportation of Municipal Solid Waste (MSW) from the Barnstable, Brewster, Chatham, Eastham, Orleans, Sandwich, Wellfleet and Yarmouth Transfer Stations to the Disposal Site for the period of July 1, 2014 through June 30, 2015 with the option to renew for one additional year. .

Bid specifications may be obtained from the Barnstable County Purchasing Department, Superior Court House, P.O. Box 427, 3195 Main Street, Barnstable, Massachusetts 02630.

Bids will be received at the Superior Court House, Office of the County Commissioners, Purchasing Department, 3195 Main Street, P.O. Box 427, Barnstable, MA 02630, on or before **May 6, 2014 at 10:00AM**

Sealed envelopes containing bids shall be clearly marked "**MSW – Transportation – FY '15**"

NOTE: One original and two (2) copies of each bid shall be submitted. NO faxed proposals will be accepted.

The County of Barnstable reserves the right to accept or reject any or all bids, to waive any informality contained therein, and to award the contract as decided to be in the best interest of the County.

The County of Barnstable fully complies with federal, state, and local laws and directives governing equal opportunity, affirmative action and non-discrimination in all county activities and actively solicits bids/proposals from MBE/WBE businesses in accordance with County policy.

Dated at Barnstable, Massachusetts, this 14th Day of April, Two Thousand and Fourteen.

Elaine Davis
Chief Procurement Officer
BARNSTABLE COUNTY

Invitation for Bids

For the Transportation of Municipal Solid Waste (MSW) from the Barnstable, Eastham, Chatham, Orleans, Sandwich, Wellfleet and Yarmouth Transfer Stations to the Disposal Site for the period of July 1, 2012 through June 30, 2013 with the option to renew for one additional year.

General Information and Bid Submission Requirements

Under Massachusetts General Laws, Chapter 30B, section 1 (b)(30), a contract for the collection, transportation, receipt, processing or disposal of solid waste, recyclable or compostable materials is exempt from the public bid laws of the Commonwealth of Massachusetts. As such the Towns, at their discretion will select the firm that it believes offers the best all-round package for these services. The Towns are utilizing this format in order for all interested firms to provide a proposal based on equal footing so that a more direct comparison can be made among proposals.

This contract is subject to the availability and appropriation of funds. The towns shall cancel this contract if funds are not appropriated or otherwise made available to support continuation of performance during any contract period.

This contract is not an exclusive contract for solid waste transportation.

Bid Delivery

All bids must be delivered to:

Barnstable County Purchasing Department
3195 Main Street
PO Box 427
Barnstable, MA 02630

Bids must be delivered by May 6, 2014 at 10:00AM.

One original and two copies of the bid should be submitted. Bids must be sealed and marked as follows: "MSW – Transportation – FY '15"

All bids must include a non-collusion form, tax compliance certificate, bid pricing sheet, and reference form as provided in this IFB.

Bid Signature

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

Time for Bid Acceptance

The contract will be awarded within 60 days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between Barnstable County and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

Changes and Addenda

If any changes are made to this IFB, an addendum will be issued. Addenda will be e-mailed or faxed to all bidders on record as having picked up the IFB.

Questions about the IFB

Questions concerning this invitation for bids must be submitted in writing no later than April 30, 2014 to:

Elaine Davis

PO Box 427

3195 Main Street

Barnstable, MA 02630

Questions may be delivered, mailed, or faxed. Written responses will be e-mailed to all bidders on record as having picked up the IFB.

Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

A bidder may correct, modify, or withdraw a bid by written notice received by the County prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.____" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original IFB.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

If this bid is received electronically, bidders are solely responsible for obtaining and completing required attachments that are identified in this bid and for checking any addenda or modifications that are subsequently made to this bid or attachments.

Barnstable County accepts no liability and will provide no accommodation to bidders who fail to check for amended bids and submit inadequate or incorrect responses.

Bidders may not alter (manually or electronically) the bid language or any bid documents.

Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

Right to Cancel/Reject Bids

Barnstable County reserves the right to cancel this IFB, or reject in whole or in part any and all bids, if it is determined that cancellation or rejection serves the best interest of Barnstable County.

Bid Prices to Remain Firm

All bid prices submitted in response to this IFB must remain firm for 60 days following the bid opening.

Unforeseen Office Closure

If, at the time of the scheduled bid opening, Superior Courthouse is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted

until that date and time.

Purchase Description/Scope of Services

The service to be provided involves the hauling of municipal solid waste from the Town Transfer Stations to the SEMASS facility in Rochester, MA, the Zero Waste Solutions facility in Rochester, MA, or the Yarmouth Barnstable Regional Transfer Facility located in South Yarmouth, MA.

- The SEMASS facility operates Monday through Saturday, 5:30 a.m. to 6:30 p.m. and is closed Sundays and all legal Massachusetts holidays.
- The Zero Waste Solutions facility operates Monday through Friday, 7am to 5pm Saturday, 7a.m. to 12 p.m. and is closed Sunday.
- The Yarmouth Barnstable Regional Transfer Facility operates Monday through Friday, 7:30 a.m. to 3:30 p.m. and Saturday, 7:00 a.m. to 12:30 p.m. and is closed Sundays and Christmas Day, Thanksgiving Day, New Years Day, and the 4th of July.
- The locations of the Town Transfer Stations, operating schedules, and estimated annual tonnages are located in Appendix A
- The contractor shall provide all labor and equipment required to transport and unload Town-owned trailers having a maximum load capacity of approximately 75-100 cubic yards and a tare weight of approximately 23 tons each.
- **For the Town of Barnstable only –**
Barnstable has stationary compactors to place MSW in 49 CY roll off cans. Contractors may bid transporting the cans singularly or in tandem with a truck/trailer combination to the disposal locations. Any contractor hauling tandem cans shall be licensed and have suitable equipment to legally transport the load.
- It is the sole responsibility of the contractor to research and investigate all aspects of the service described herein so as to fully satisfy him/herself of its nature and extent. The County assumes no liability on behalf of the contractor for failure to adequately comply with this provision.

Equipment

For all Towns except Barnstable the contractor shall provide equipment, specifically dual axle highway tractors, for the purpose of transporting approximately 75 –100 cubic yard refuse trailers. The contractor's tractors shall have 3rd valve hydraulic systems compatible with the Town's trailers. The contractor shall keep the tractors in good working order at all times and shall have the capability of providing backup equipment on short notice in the event of primary equipment failure. The contractor shall have and maintain for the term of this agreement, all permits and licenses for the tractors, as may be required by law in order to fulfill the operational intent of this agreement. The trailers are registered by the Towns and the Towns will maintain insurance for equipment while on site. For the Town of Barnstable, the contractor shall provide equipment to transport 49 cubic yard roll-off containers to the disposal facility.

Trailer Maintenance

THE CONTRACTOR SHALL HAVE MAINTENANCE AND REPAIR RESPONSIBILITY FOR THE FOLLOWING ITEMS:

1. Stop, tail, turn, and clearance lighting
2. Wiring, wiring harness and terminals
3. Tire repair – off site
4. Axle and suspension lubrication
5. Fifth wheel plate
6. Tire replacement as a consequence of driver negligence
7. Hydraulic oil
8. Minor maintenance to trailer ram, as may be required
9. Lubrication and gear oil, as may be required
10. Any trailer component damaged as a consequence of driver negligence
11. Mud flaps
12. Any other maintenance normally considered routine for the type of equipment described herein

Fuel Adjustment Charge:

In order to protect both the Towns and the Contractor, a fuel adjustment escalation/de-escalation clause is included in this contract.

Fuel prices are recognized as subject to significant upward or downward change during the contract period and the following constitutes the basis for the fuel adjustment clause:

- a. The bid is based on a price, as quoted for the Reseller Tank Car Boston Low Price as printed in the Journal of Commerce for diesel fuel on the date of the bid opening. This will be hereafter referred to as the "Base Period Price for Fuel." The Base Period Price for Fuel will be noted in the Bid award of the County Commissioners.
- b. If the County chooses to renew the contract, the current price of fuel will be determined on the date the County chooses to renew the contract from the Reseller Tank Car Boston Low as printed in the Journal of Commerce. If there is more than a 10% difference between the current price per gallon of fuel and the Base Period Price for Fuel, the price per round trip to Rochester/Yarmouth will be adjusted.
- c. The method of adjustment will be based on a formula described in Attachment E. The formula is based on the assumptions that: the round trip miles from each participating town to Rochester/Yarmouth is as listed in the Appendix; and the average mile per gallon of the truck is 7MPG. These assumptions are not subject to negotiation. The County's decision of price adjustments are final.
- d. The price per ton round trip to Rochester/Yarmouth will be fixed for each contract year. There will be no mid-year price adjustment for fuel escalation/de-escalation.

See Attachment E for sample spreadsheet of calculation for fuel adjustment.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEANLINESS OF THE TRAILERS/CONTAINERS. The contractor shall notify the Town promptly and in writing of damage sustained by a trailer/container while in his/her custody and shall bear full responsibility for repair if it is determined that the driver was negligent and/or at fault.

Prosecution of Work

The contractor shall be required to provide labor and equipment within 24 hours upon a call from the Town for pickup, as may be determined by the Town’s representative in accordance with the disposal demand rate and all off loading requirements. Response must be within 24 hours.

Subcontracting

The contractor may not subcontract or assign to others any portion of the work described herein without the prior approval of the awarding authority. In the event such approval is gained, the contractor shall continue to maintain all contractual obligations for fulfillment of this agreement. All persons engaged by the contractor for the purpose of this agreement shall be directly employed and compensated by the contractor.

Method of Payment

The contractor shall submit invoices to the Town at the end of each calendar month for service performed during that month. The Town shall make payments to the contractor within thirty (30) days upon receipt of the invoice.

Estimated Solid Waste Quantities

The estimated tonnage for each town is contained in the Appendix about one-third of the tonnage and one-third of the total trips are concentrated in the months of June, July and August. These are estimates, however. The Towns shall not be held to any minimum or maximum quantities.

Prevailing Wage

This contract is subject to the attached prevailing wages

Payment Bond

A Payment Bond in the amount of 50% of the full amount of the Contract (estimated trips times the bid price per trip) will be required by the Towns to ensure the faithful performance of the contract. The Payment bond must be executed within 10 days of contract execution.

Insurance

The contractor shall carry and maintain insurance, as required by applicable laws and regulations, but not less than specified below and in such form as shall protect the Town from all claims and liability for damage and personal injury, including accidental death, and for property damage which may arise from the operations covered under this agreement. The minimum coverage and amounts of such insurance shall be as follows:

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury	\$1,000,000 Each Occurrence
	\$3,000,000 Aggregate

Products Completed Operations \$3,000,000 Aggregate

AUTOMOBILE LIABILITY

Bodily Injury and Property Damage \$1,000,000 Each Occurrence
CSL

UMBRELLA POLICY

General Liability \$2,000,000

WORKER'S COMPENSATION

As Required by Massachusetts General Laws \$500,000 Each Accident
\$500,000 Contract Limit
\$500,000 Each Employee

The policies shall be so written that the municipalities involved will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation. A Certificate of Insurance from the insurance carrier, stating the limits of liability and the expiration date, shall be filed with the Town before operations may commence. The Town will be noted as an additional insured on the certificate.

References

Bidder must submit a complete list of all current customers for similar services, with contact names and telephone numbers on the attached form.

Rule for Award

The award will be made to the responsive, responsible vendor offering the lowest overall price for each Town. The lowest overall price will be determined by comparing the cost to haul directly to Rochester against the price to haul to the Yarmouth Barnstable Transfer Facility plus a \$15.00 per ton transfer/rail fee (which would be paid by the town).

Bidders will be required to execute a contract with each town similar to the sample contract included in this bid. A payment bond in the amount of 50% of the bid price must be submitted to each Town within 10 days of the award.

Required Documents

Failure to provide the following documents with your bid submittal could result in rejection of your bid.

- Attachment A – Certificate of Non-Collusion and Tax Compliance
- Attachment B – References
- Attachment C – Bid Form

ATTACHMENT A

CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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

Company: _____

Address: _____

Signature of Individual Signing

Bid, or Corporate Officer: _____

Telephone Number: _____

Social Security Number

Or Federal Identification Number: _____

Date: _____

Any person or corporation which fails to execute this document
will be considered a non-responsive bidder
and will be rejected.

**ATTACHMENT B:
REFERENCE FORM**

Bidder: _____

IFB Title: _____

Bidder must provide references for:

All current contracts for similar services for at least two years.

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

attach additional sheets if necessary

ATTACHMENT C

**BID FORM
TRANSPORTATION OF SOLID WASTE**

The undersigned Bidder agrees to perform all the work described in the accompanying specifications for the sum of (price per round trip haul):

Town	Transportation to SEMASS	Transportation to Zero Waste Solutions	Transportation to Yarmouth Regional Facility
Brewster		n/a	
Barnstable – single cans			
Barnstable – tandem cans			
Brewster			
Chatham			
Eastham		n/a	
Orleans			
Sandwich		n/a	
Yarmouth		n/a	
Wellfleet			

Name of Contact Person _____

Company Name _____

Address: _____

Telephone _____

Fax _____

Email: _____

Authorized Signature

Date

Printed Name of Above

AGREEMENT BETWEEN

Barnstable County
3225 Main Street
Barnstable, MA 02630

and

THIS AGREEMENT, made this _____ day of _____ 2014 by and between _____ (hereinafter referred to as Contractor), and Mary Pat Flynn, Sheila Lyons and William Doherty as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: Barnstable County issued an Invitation for Bids for Water Chemicals for Water Departments on April 7, 2014.

WHEREAS: The Invitation for Bids was bid in compliance with MA General Law Chapter 30B.

WHEREAS: The vendor is the responsive, responsible bidder offering the lowest price for the towns indicated on the spreadsheet.

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County's Invitation for Bids dated April 7, 2014 and the Contractor's bid dated _____, incorporated herein by reference as Attachment A.
3. Time of Performance. Work in connection with the Agreement shall begin July 1, 2014 and continue until June 30, 2015.
4. Payment. The Towns shall compensate the Contractor for services provided under Scope of Services, (a maximum not-to-exceed fee of \$ _____. Travel and other expenses authorized shall be within the total contract limiting fee). Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st of the year when the resources were prepared.
5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the Town shall fail to fulfill or perform its duties and obligations under this Contract, or if either party

shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of County/Town. The County/Town shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

7. Changes. The County may, from time to time, require changes in the Scope of Contractor Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided by the Contractor pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the County. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of County and Others. No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided, however that claims for money due or to become due the Contractor from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or

other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. Political Activity Prohibited. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. Anti-Boycott Warranty. During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all

obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

22. Waiver of Liability. The Contractor and the county hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Exhibit A".

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _____ day of in the year two thousand and fourteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

William Doherty

Mary Pat Flynn

Sheila Lyons

Date

FOR THE CONTRACTOR:

Date

Attachment D

Transfer Station Information

Barnstable Transfer Station, 45 Flint St., Marstons Mills
Approximately 9,00 tons per year, average weight – 12 tons per 49 cy cans
Contact: Bob Lovell (508) 420-2258
Schedule: Open daily: 7:00AM – 3:30PM

Brewster Transfer Station, 201 Run Hill Road, Brewster
Approximately 1,200 tons per year, average weight – 18 tons
Contact: Bob Bersin, 508-896-3212
Schedule: Open Thursday through Monday 8:00 a.m. – 3:00 p.m.,
Transfer Trailers
Note: Brewster currently hauls their own MSW but will consider bids submitted

Chatham Transfer Station, 97 Sam Ryder Road, Chatham
Approximately 5,345 tons per year, average weight – 23 tons
Contact: Jeffrey Colby, (508) 945-5155
Schedule: Open 7 days per week, 8:00 – 4:00
Closed Wednesdays October 1 to May 1

Eastham Transfer Station, 555 Old Orchard Road, Eastham
Approximately 3000 tons per year, Average weight per trailer/can – 23
Contact: Neil Andres, 508-240-5973
Schedule: Open 5 days per week (closed Wednesday, Thursday, Holidays) 7:00 a.m. – 4:00 p.m., open
Fridays during the summer.
Transfer Trailers

Orleans Transfer Station, Lots Hollow Road, Orleans
Approximately 2,300 tons per year. Average weight: 22 tons per trailer
Contact: Mark Budnick, 508-240-3790
Schedule: Open 5 days per week (closed Wednesday, Thursday, Holidays) 7:30 a.m. – 3:30p.m.,
Open Thursdays from approximately mid- June to mid- September
Transfer Trailers

Sandwich Transfer Station, 500 Route 130, Sandwich
Contact: Stefan Masse, (508) 833-8002
Schedule: Saturday through Sunday, 7:30 AM – 4:00PM
Approximately 2,642 tons per year. Average weight 12.5 tons

Wellfleet Transfer Station, 370 Coles Neck Road, Wellfleet
Contact: Mark Vincent (508) 349-0315
Approximately 1,100 – 1,700 tons per year, Average weight– 20 tons per 100 yd trailer
Schedule: Daily May – September, Monday through Sunday
October – April, Friday through Tuesday
Note: Wellfleet currently hauls their own MSW but will consider bids submitted