

TOWN OF DEDHAM, MASSACHUSETTS

RFP SPECIFICATIONS

&

CONTRACT DOCUMENTS

FOR

**FOR RESIDENTIAL CURBSIDE SOLID WASTE/RECYCLABLES COLLECTION,
RECYCLING PROCESSING AND COLLECTION DISPOSAL & PROCESSING OF
CONTAINERIZED SOLID WASTE AND RECYCLABLES AT TOWN DESIGNATED
BUILDINGS**

REQUEST FOR PROPOSALS
FOR RESIDENTIAL CURBSIDE COLLECTION, RECYCLING PROCESSING AND
COLLECTION DISPOSAL & PROCESSING OF CONTAINERIZED SOLID WASTE AND
RECYCLABLES AT TOWN DESIGNATED BUILDINGS
TOWN OF DEDHAM, MASSACHUSETTS

Sealed proposals are invited from selected firms and will be received by the Town of Dedham for curbside automated collection, recycling processing and collection disposal & processing of containerized solid waste and recyclables for said Town.

Proposals must be made on the Proposal Forms and in accordance with instructions to proposers furnished by the Town of Dedham (the "Town").

The defined terms appearing in the General Specifications apply to all Contract Documents.

Proposals must be returned to the Public Works Department, 55 River Street, on or before 10:00 AM on April 7th, 2022. The envelope containing the Proposal must be sealed and plainly marked "Proposal for Automated Solid Waste/Recyclable Collection, Recyclables Processing and Solid Waste Disposal".

A proposal bond or certified check must accompany the Proposal, in accordance with the Request for Proposals.

The Town reserves the right to reject any or all proposals, to waive irregularities and/or informalities in any proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the Town.

Town of Dedham
By: **Leon Goodwin**
Town Manager

INSTRUCTIONS TO PROPOSERS

FOR RESIDENTIAL CURBSIDE COLLECTION, RECYCLABLES PROCESSING AND COLLECTION DISPOSAL & PROCESSING OF CONTAINERIZED SOLID WASTE AND RECYCLABLES AT TOWN DESIGNATED BUILDINGS

1. RECEIPT AND OPENING OF PROPOSALS

The Town of Dedham (the "Town") invites selected firms and will receive proposals on the forms attached hereto, on which all information must be appropriately filled in.

The RFP package will be available on March 14th 2022, online and by appointment at the Public Works Department, 55 River Street, Dedham, MA 02026.

Proposals will be received at the Public Works Department by April 7th at 10:00 AM. The proposals must be sealed and addressed to Joseph Flanagan, DPW Director, 55 River Street, Dedham MA 02026 and plainly marked "Proposal for Automated Solid Waste/Recyclable Collection, Recyclables Processing and Solid Waste Disposal . The proposal opening will not be open to the public, and the contents of all proposals will be kept confidential until the evaluation process is complete.

2. PREPARATION OF THE PROPOSAL

All proposals must be prepared and signed by the proposer in the form attached hereto. All blank spaces in each proposal form together with appropriate schedules must be completed in full in ink or typewritten, in both words and figures.

The Town's Evaluation Committee shall review the proposer's qualifications and plan of service, as well as the price proposals, but shall not be limited to the lowest price offered to the Town for these services. All firms responding to this Request for Proposals must clearly understand that this process is not subject to the requirements of M.G.L. Chapter 30B. The Review Committee is utilizing this format in order for all interested firms to provide proposals based on uniform criteria so that a more direct comparison can be made among all proposals. The Town therefore reserves the right to waive any or all provisions of this Request for Proposals. The Town reserves the right to reject any or all proposals, to waive irregularities and/or informalities in any proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the Town.

The Town may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all proposals.

Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals or authorized postponement thereof. Properly submitted proposals will be valid for 90 days from the date of opening.

3. PROPOSAL SECURITY AND EVIDENCE OF INSURANCE

Each proposal must be accompanied by a bond or a certified check of the proposer, drawn on a national bank, in an amount equal of twenty-five thousand dollars (\$25,000) or 15% of total proposed price for year one whichever is greater, as a guarantee on the part of the proposer that he will, if called upon to do so, accept and enter into a contract on the attached form or such form as may mutually be agreed upon by the Town and selected proposer, to perform the work covered by such proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the Town and the selected proposer have executed the Contract, or, if no proposer's proposal has been selected within ninety (90) days after the date of the opening of proposals, upon demand of the proposer at any time thereafter, so long as he has not been notified of the acceptance of his proposal.

Each proposal must also be accompanied by a certificate of insurance evidencing the ability of the proposer to obtain the coverages set forth in [the Specifications][Article V of the Contract].

4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The contract shall be deemed as having been awarded when formal written notice of award is given by the Town to the proposer.

The proposer to whom the Contract shall have been awarded will be required to execute two copies of the Contract on the form attached hereto and to furnish insurance certificates, all as required. In case of his refusal or failure to do so within (30) thirty days of his receipt of formal notice of award, proposer will be considered to have abandoned all his rights and interests in the award, and proposer's proposal security may be declared forfeited to the Town as liquidated damages and the award may then be made to the next best qualified proposer or the work re-advertised for proposals as the Town may elect. Such forfeited security shall be the sole remedy of the Town.

5. SECURITY FOR FAITHFUL PERFORMANCE

The successful proposer will be required to furnish a performance bond as security for the faithful performance of this Contract in the form appearing in this Request for Proposals. Said performance bond must be in an amount equal to the _full year contract price, annually over the term of the Contract.

The Proposal shall be accompanied by a letter from a corporate surety satisfactory to the Town stating that the Performance Bond will be furnished by it to the person submitting the Proposal in the event he is the successful proposer. Such letter is to be signed by an authorized representative

of the surety together with a certified and effectively dated copy of his power of attorney attached thereto.

Premium for the bonds described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The surety on the bond shall be a duly authorized corporate surety authorized to do business in the Commonwealth of Massachusetts.

6. POWER OF ATTORNEY

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

7. SCOPE OF WORK

The work under this Contract shall consist of the items contained in the proposal, including the Contract and all incidentals necessary to fully complete said work in accordance with the Contract documents. In the event of conflict within these documents, the terms most favorable to the Town will govern.

The contract awarded hereunder shall be subject to the requirements of the Prevailing Wage Law, G.L. c. 149, §§ 26 – 27.

8. CONDITIONS

Each proposer shall fully acquaint himself with this Request for Proposals, specifications, and conditions relating to the scope and restrictions attending the execution of the work under the Contract. Proposers shall thoroughly examine and be familiar with the Contract and the General Specifications.

The failure or omission of any proposer to receive or examine any form, instrument, addendum, or other document, or to acquaint himself with conditions existing, shall in no way relieve him of any obligations with respect to this proposal or to the Contract. The Town shall make all such documents available to the proposers as requested in writing.

Except with respect to events or conditions which are not discoverable, the proposer shall make his own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he may encounter or create, without extra cost to the Town.

The proposer's attention is directed to the fact that all applicable State laws, Town By-Laws, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the contract whether or not specified therein.

9. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective proposer shall be requested of the Town in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each proposer. Every request for such explanation shall be in writing addressed to Joseph Flanagan, Director of Public Works, jflanagan@dedham-ma.gov. Any verbal statements regarding same by any person, previous to the award, shall be unauthoritative and not binding.

Addenda issued to prospective proposers prior to date of receipt of proposals shall become a part of the Contract documents, and all proposals shall include the work described in the Addenda and such Addenda shall be expressly acknowledged by the proposer in their proposal submittal.

No inquiry received within seven (10) days of the date fixed for the submission and opening of proposals will be given consideration. All such interpretations and any supplemental instructions will be in the form of written Addenda.

10. NAME, ADDRESS AND LEGAL STATUS OF THE PROPOSER

The proposal must be properly signed in ink and the address of the proposer given. The legal status of the proposer, whether corporation, partnership, or individual, shall also be stated in the proposal.

A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate By-laws and shall also list the State in which it is incorporated and shall provide in its proposal a Corporate Vote in the form appearing in this Request for Proposals. A partnership proposer shall give full names and addresses of all partners. Partnership and individual proposers will be required to state in the proposal the names of all persons interested therein.

The place of residence of each proposer, or the office address in the case of a firm or company, with county and state and telephone number, must be given after his signature.

If the proposer is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the proposal.

Anyone signing a proposal as an agent of another, or others must submit with his proposal, legal evidence of his authority to do so, including the above-referenced Corporate Vote if applicable.

A Tax Certificate and Non-Collusion Statement shall be submitted with the proposal in the forms appearing in this Request for Proposals.

11. QUALIFICATIONS OF PROPOSER

The opening and reading of the proposal shall not be construed as an acceptance of the proposer as a qualified, responsible proposer. The Town reserves the right to determine the competence

and responsibility of a proposer from its knowledge of the proposer's qualifications from other sources.

The Town will require submission with the proposal of supporting data regarding the qualifications of the proposer in order to determine whether he is a qualified, responsible proposer, as set forth below and as requested in the Form of Proposal appearing in this Request for Proposals. The proposer will be required to furnish the following information sworn to under oath by him:

- (a) A copy of the latest available financial statements of the proposer (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a firm of independent certified public accountants.
- (b) Evidence that the proposer is in good standing under the laws of the Commonwealth of Massachusetts, and in the case of corporations organized under the laws of any other State, evidence that the proposer is licensed to do business and in good standing under the laws of the Commonwealth of Massachusetts or a sworn statement that it will take all necessary action to become so licensed if its proposal is accepted.

In the event of the Town shall require additional supporting data regarding the qualifications of the proposer in order to determine whether he is a qualified, responsible proposer, the proposer may be required to furnish any or all of the following information sworn to under oath by him:

- (a) Evidence that the proposer is capable of commencing performance as required in the Contract documents.
- (b) Evidence, in form and substance satisfactory to the Town, that proposer has been in existence as a going concern for in excess of ten (10) years and possesses not less than ten (10) years actual operating experience as a going concern in refuse collection and disposal. Additionally, the proposer must have at least five (5) years experience servicing at least three (3) municipalities during this ten year period.
- (c) Evidence, in form and substance satisfactory to the Town, that proposer possesses as going concern the managerial and financial capacities to perform all phases of the work called for in the Contract documents.
- (d) Evidence, in form and substance satisfactory to the Town, that proposer's experience as a going concern in refuse collection and disposal derives from operations of comparable size to that contemplated by the Contract documents.
- (e) Such additional information as will satisfy the Town that the proposer is adequately prepared to fulfill the Contract.

12. DISQUALIFICATION OF PROPOSERS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a proposer and rejection of his proposal:

- (a) Evidence of collusion among proposers.
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted, or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- (e) Evidence of previous violation of rules and regulations in the Town.

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13. BASIS OF THE PROPOSAL

Proposals shall be submitted to the Town in the form appearing in this Request for Proposals and shall state the basis of rates, as well as the effectiveness of the proposer's "Plan of Services", and qualifications for curbside work and collection of recyclables selected. The rates as written out in words in the proposal shall govern and any errors found will be corrected.

14. QUANTITIES

The Town estimates that the number of residential units currently serviced under the contract is approximately 8600 units. Contractor shall be compensated for any additional units serviced at a rate equal to the current years cost per unit rate provided in the cost proposal

*Example: Annual contract price divided by the total number of residential units = the unit price
the unit price will then be multiplied by the increase in annual residential units*

15. METHOD OF AWARD

The Town reserves the right to accept any proposal or to reject any or all proposals, and to waive defects or irregularities in any proposal. In particular, any alteration, erasure or interlineation of the Contract documents and of the proposal shall render the accompanying proposal irregular and subject to (but not requiring) rejection by the Town. The Town intends that the Contract shall be awarded within thirty (30) days following the date that proposals are opened and read.

The Review Committee shall have the right to reject any and all proposals, or parts thereof, or items therein, and to waive any defect or irregularities as to form, therein. **Nothing in this RFP shall require that the Town of Dedham award based on the lowest price proposal.** Instead,

the Town of Dedham reserves the right to base their decision on the entirety of the information provided.

16. BASIS OF AWARD OF CONTRACT

(a) The Town will review and evaluate each submitted proposal in accordance with the requirements of this RFP. The evaluation will include weighted criteria detailed below. If further information is desired, responders may be requested to make additional written submissions or oral presentations to the Town.

(b) Proposal will be evaluated on the following:

#	Criterion	Max Score
1.	Statement of Work	10
2.	Required documents stated in RFP (including Bonding Requirements)	10
3.	Experience and References	10
4.	Bidders Work Plan and Technical Proposal	25
5.	Past Performance in Municipalities	10
6.	Pricing	25
7.	Value added offerings	10
	Grand Total	100

17. FINAL SELECTION

- (a) The Town Manager, in their sole discretion, will select a firm after taking into account the review, evaluation and recommendation of the Evaluation Committee in regard to the proposal submitted for consideration. Following the notification of the firm selected, it is expected a contract will be executed between the parties within [] days of award. A firm’s submission of a proposal indicates acceptance of the conditions contained in this Request for Proposals, including without limitation the Contract in substantially the form appearing in this Request for Proposals,.
- (b) The Town will select the company that it believes offers the best all-round package for solid waste and recycling services. Because this service is exempt from the bidding laws, the Town is free to negotiate terms with whatever companies it chooses, in whatever manner it believes is best suited to the Town's needs..

GENERAL SPECIFICATIONS

1.00 DEFINITIONS

- (a) TOTER/CART – Collection container provided to residents for automated disposal of residential waste and recyclables 96G and 96G respectively
- (b) BULKY WASTE Large household items that are difficult to manage that will not fit in a 96G trash cart and weighing less than 75lbs. Bulky Waste includes but is not limited to couches, upholstered furniture, wooden furniture, carpeting and the like that is acceptable for disposal
- (c) BUNDLE - To tie materials together for refuse/recyclable collection. Size of bundle limited to 3 feet long by 3 feet wide by 3 feet high, not to exceed 50 lbs.
- (d) CONSTRUCTION DEBRIS - Waste building materials resulting from construction, remodeling, repair or demolition operations
- (e) CONTRACT DOCUMENTS - The Request for Proposals, Instructions to Proposers, Contractor's Proposal, General Specifications, the Contract, Plan of Services, Performance Bond prevailing wage schedule and any addenda or changes to the foregoing documents agreed to by the Town and the Contractor.
- (f) CONTRACTOR - The person, corporation or partnership performing refuse/recyclable collection and disposal under Contract with the Town.
- (g) HAZARDOUS WASTE - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, oil based paint and paint cans.
- (h) INFECTIOUS WASTE - Waste, in any amount, which is defined, characterized or designated infectious by United States law or regulation or by the Massachusetts General Laws or the regulations of any office or department of the Commonwealth of Massachusetts.
- (i) OVERFLOW BAGS- Bags purchased from the Town with the Town seal clearly marked on the bag
- (j) PRODUCER An occupant of a commercial and industrial unit or a residential unit who generates refuse.
- (k) RESIDENTIAL REFUSE All garbage and rubbish generated by a Producer at a residential unit.

(l) RESIDENTIAL DWELLING UNIT - A dwelling unit within the boundaries of the Town. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multilevel construction, shall be treated as a residential unit. For purposes of this Contract, residential buildings of 4 or more units and all condominium units in an association of four or more units shall be considered commercial units for purposes of this Contract.

(m) TOWN - Town of Dedham, Massachusetts

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

2.00 SCOPE OF WORK

The work under this contract shall consist of the items contained in the Proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

3.00 COLLECTION OPERATIONS

3.01 Services Required

- (a) Contractor shall provide automated curbside residential refuse collection to each qualified residential dwelling unit once per week in a Town provided 96G cart and if needed in Town approved overflow bags set out curbside by 7:00AM on a designated collection day. One 96 Gallon Trash cart per residential unit will be collected unless otherwise directed by the Public Works Director or their Designee. All refuse placed inside the cart and Town approved overflow bags will be collected
- (b) Contractor shall provide automated curbside recycling collection to each qualified residential dwelling unit every other week in a Town provided 96G cart that will be set out curbside by 7:00AM on a designated collection day. All recycling placed inside the cart shall be collected
- (c) Contractor will be responsible to repair and replace damaged carts or wheels. This will be done at least once per week, so residents do not have a cart that is unusable. Town will supply carts and wheels. The Contractor shall repair or replace the wheels or cart. In the case that the cart is damaged and can no longer be used that the contractor shall replace the cart, remove the old cart, dispose of all material in the cart and stack the cart at a designated location. Contractor to provide a call center to accept residents calls for repair or replacement of trash or recycling carts.

- (d) Contractor will be responsible for providing 30 yard roll off containers for the Towns DPW to be used for collection and disposal of large bulk items, municipal solid waste, recyclables and/or yard wastepaper and/or any other material designated by the Town. Contractor will be responsible for hauling these roll offs to a disposal facility of choice and Town will be responsible for all disposal and processing charges.
- (e) Contractor will be responsible for curbside collection and processing of leaf and yard waste 36 weeks per year. Leaf and yard waste shall be collected on the resident's current collection day and on an alternating week basis beginning in the spring. The specific collection schedule will be prepared and/or adjusted by the Town Manager or Director of Public Works. Leaf and Yard waste collection and processing shall be charged to the Town on a "per collection" basis, the Town has the right to add or delete alternating collections at any time
- (f) Contractor will be required provide weekly appointment-based collection of large burnable bulk items that will not fit in the collection cart.

It shall be the responsibility of the resident to call the contractor direct, to make a collection appointment. Contractor shall collect payment from the resident at the time the collection appointment is made at the rate per item indicated in the Bid Pricing Form

- (g) Contractor will be required to collect appointment-based collection of white goods at least one time a month

It shall be the responsibility of the resident to call the contractor direct, to make a collection appointment. Contractor shall collect payment from the resident at the time the collection appointment is made at the rate per item indicated in the Bid Pricing Form

- (h) Contractor will provide solid waste collection services to the Town's School Department, Municipal Buildings and Town designated locations, in accordance with the provisions of Article IV of this Contract and will be required to provide collection containers, hauling, processing and disposal. Contractor shall provide a cost per yard in the Bid Pricing Form

4.00 SOLID WASTE DISPOSAL

The Contractor shall dispose of all curbside residential solid waste generated under this contract to the Towns designated facility: Wheelabrator Millbury, 331 SW Cutoff, Millbury, MA 01527. The Contractor shall transport all solid waste to Wheelabrator, Millbury where it will be tipped under Towns separate disposal contract

The Town reserves the right to change the Designated Facility for Solid Waste during the term of the Agreement. Should the Town do so, collection fees may be adjusted according to the average change in distance driven by the Contractor. Supporting information justifying the need for an adjustment will be required.

5.00 RECYCLING PROCESSING

The Contractor shall dispose of all curbside residential single stream recyclables generated under this contract to a designated facility at Discretion of Contractor.

The Designated MRF must have sufficient planned/permitted capacity available to receive the Town's Recyclables throughout the term of the Agreement. The Contractor shall have direct operational control of or a contractual agreement with the Designated MRF throughout the term of the Agreement that guarantees capacity to receive the Town's Recyclables. The Designated MRF must be fully licensed and permitted and in compliance with all Applicable Laws. The Contractor shall immediately notify the Town Contract Manager if it is necessary for the Contractor to change the Designated MRF at any time during the term of the Agreement. In such event, the Town shall not be obligated to adjust the collection fees, processing fees, or revenue share terms established in this Agreement.

6.00 LOCATION FOR COLLECTION CONTAINERS AN OVERFLOW BAGS

Each cart shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled Town roadways (including alleys). Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers and any overflow bags shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any set out not placed in accordance and will provide list of addresses to the Town each day and the reason for non-collection

7.00 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the Town on the subject.

8.00 EFFECTIVE DATE

The Contract shall be effective upon the execution of the Contract. Performance of such Contract shall begin on July 1, 2022

9.00 NON-DISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex age, creed, color, religion, or national origin.

10.00 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the Town and by the State.

11.00 TERM

The term of the Contract shall commence on July 1, 2022 and continue through June 30, 2027 and shall include a mutual option to extend for an additional five (5) year term through June 30, 2032

12.00 CART DELIVERY AND MAINTENANCE

Automated Carts have previously been provided to adequately service the municipal collection program. Contractor will be responsible for delivery of carts and normal routine maintenance of the carts using Town provided carts and spare parts. Contractor agrees that in the event that cart damage or cart loss reported to the contractor is proven to be at fault of the contractor, contractor shall credit the Towns invoice in the amount of \$65 per cart to cover replacement cost. Contractor will not be responsible for the replacement cost of lost or stolen carts, carts damaged due to citizen neglect or normal wear and tear.

Contractor will be responsible to repair and replace damaged carts or wheels. This will be done at least once per week, so residents do not have a cart that is unusable. The Contractor shall repair or replace the wheels or cart which will be supplied by the Town. In the case that the cart is damaged and can no longer be used that the contractor shall replace the cart, remove the old cart, dispose of all material in the cart and stack the damaged cart at a designated location. Contractor to provide a call center to accept residents calls for repair or replacement of trash or recycling carts

13.00 BASIS AND METHOD OF PAYMENT

- (a) Collection - For collection services required to be performed pursuant to Sections 3.01(a)-(c), the charges shall not exceed the rates as fixed by the Contract documents.
- (b) Town to Act as Collector - The Town shall submit statements to and collect from all residential units for services provided by the Contractor pursuant to Section 3.01(a)-(f).
- (c) Delinquent and Closed Accounts - The Contractor shall discontinue refuse collection service at any residential unit as set forth in a written notice sent to it by the Town. Upon

further notification by the Town, the Contractor shall resume refuse collection on the next regularly scheduled collection day.

14.00 TRANSFERABILITY OF CONTRACT

Other than by operating of law, no assignment of the Contract or any other right accruing under this contract shall be made in whole or in part by the Contractor without the express written consent of the Town (see Article V 1 of the Contract); provided Contractor shall have the right to assign this Agreement, without the consent of the Town in the event of a corporate reorganization, merger, or transfer of substantially all of Contractor's assets.

15.00 OWNERSHIP

Title to acceptable refuse passes to the Contractor when placed in the Contractor's collection vehicle, removed by Contractor from a bin or container, or removed by contractor from the customer's premises, whichever first occurs.

16.00 PREVAILING WAGE RATES

Contractor shall be responsible for paying the Prevailing Wage rates as issued by the Office of Labor and Workforce Development dated 07/01/22 and made a part of the contract. Failure to pay said rates will be the sole responsibility of the contractor.

17.00 FUEL COST ADJUSTMENT

Contractors shall include clauses for fuel cost adjustments (escalation and de-escalation) in their proposals.

19.00 INSURANCE

Contractor shall be responsible for satisfying the insurance requirements specified in the Contract Form appearing in this RFP for the duration of the term of the Contract.

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**CONTRACTOR'S PROPOSAL
FOR
AUTOMATED SOLID WASTE/RECYCLABLES COLLECTION DISPOSAL AND
RECYCLING PROCESSING**

TO: The Town Manager of The Town of Dedham

Proposal of _____

_____ (an individual) (a partnership)
(a corporation duly organized under the laws of the
Commonwealth of Massachusetts).

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for automated solid Waste/Recyclables Collection and Disposal for the Town of Dedham, including without limitation the Request for Proposals and any addenda thereto as acknowledged in writing with this proposal, does hereby offer to perform such services on behalf of the Town, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates (expressed in words and figures) hereinafter set forth:

CONTRACT RATES

WEEKLY COLLECTION - AUTOMATED CURBSIDE SOLID WASTE

A. July 1, 2022 through June 30, 2023	\$ _____ per Year
B. July 1, 2023 through June 30, 2024	\$ _____ per Year
C. July 1, 2024 through June 30, 2025	\$ _____ per Year
D. July 1, 2025 through June 30, 2026	\$ _____ per Year
E. July 1, 2026 through June 30, 2027	\$ _____ per Year
Total Bid Items - A, B, C, D, E	\$ _____

(In writing)

BI - WEEKLY COLLECTION - AUTOMATED CURBSIDE RECYCLING

- A. July 1, 2022 through June 30, 2023 \$ _____ per Year
- B. July 1, 2023 through June 30, 2024 \$ _____ per Year
- C. July 1, 2024 through June 30, 2025 \$ _____ per Year
- D. July 1, 2025 through June 30, 2026 \$ _____ per Year
- E. July 1, 2026 through June 30, 2027 \$ _____ per Year

Total Bid Items - A, B, C, D, E \$ _____

(In writing)

CURBSIDE YARD WASTE COLLECTION & PROCESSING

- A. July 1, 2022 through June 30, 2023 \$ _____ per week
- B. July 1, 2023 through June 30, 2024 \$ _____ per week
- C. July 1, 2024 through June 30, 2025 \$ _____ per week
- D. July 1, 2025 through June 30, 2026 \$ _____ per week
- E. July 1, 2026 through June 30, 2027 \$ _____ per week

COST PER ITEM FOR WEEKLY BULK ITEM COLLECTION & DISPOSAL(collection excludes mattresses)

- A. July 1, 2022 through June 30, 2023 \$ _____ per Item
- B. July 1, 2023 through June 30, 2024 \$ _____ per Item
- C. July 1, 2024 through June 30, 2025 \$ _____ per Item
- D. July 1, 2025 through June 30, 2026 \$ _____ per Item
- E. July 1, 2026 through June 30, 2027 \$ _____ per Item

COST PER ITEM FOR MONTHLY WHITE GOODS COLLECTION & DISPOSAL (collection excludes CRT's and electronics)

- A. July 1, 2022 through June 30, 2023 \$ _____ per Item
- B. July 1, 2023 through June 30, 2024 \$ _____ per Item
- C. July 1, 2024 through June 30, 2025 \$ _____ per Item
- D. July 1, 2025 through June 30, 2026 \$ _____ per Item
- E. July 1, 2026 through June 30, 2027 \$ _____ per Item

COST PER HAUL AND DISPOSAL FOR SOLID WASTE ROLL OFFS & CONTRACTORS CHOICE DISPOSAL FACILITY

- A. July 1, 2022 through June 30, 2023 \$ _____ per Haul
 \$ _____ per Ton
- B. July 1, 2023 through June 30, 2024 \$ _____ per Haul
 \$ _____ per Ton
- C. July 1, 2024 through June 30, 2025 \$ _____ per Haul
 \$ _____ per Ton
- D. July 1, 2025 through June 30, 2026 \$ _____ per Haul
 \$ _____ per Ton
- E. July 1, 2026 through June 30, 2027 \$ _____ per Haul
 \$ _____ per Ton

COST PER YARD TO PROVIDE REQUIRED CONTAINERS, COLLECTION AND DISPOSAL OF SOLID WASTE FROM DESIGNATED BUILDING AND SCHOOLS

- A. July 1, 2022 through June 30, 2023 \$ _____ per Yard
- B. July 1, 2023 through June 30, 2024 \$ _____ per Yard
- C. July 1, 2024 through June 30, 2025 \$ _____ per Yard
- D. July 1, 2025 through June 30, 2026 \$ _____ per Yard
- E. July 1, 2026 through June 30, 2027 \$ _____ per Yard

COST PER YARD TO PROVIDE REQUIRED CONTAINERS, COLLECTION AND PROCESSING OF RECYCLING FROM DESIGNATED MUNICIPAL BUILDING AND SCHOOLS

- A. July 1, 2022 through June 30, 2023 \$ _____ per Yard
- B. July 1, 2023 through June 30, 2024 \$ _____ per Yard
- C. July 1, 2024 through June 30, 2025 \$ _____ per Yard
- D. July 1, 2025 through June 30, 2026 \$ _____ per Yard
- E. July 1, 2026 through June 30, 2027 \$ _____ per Yard

CART MAINTENANCE - CART REPAIR, DELIVERY AND/OR REMOVAL UTILIZING TOWN PROVIDED CARTS AND PARTS

- A. July 1, 2021 through June 30, 2022 \$ _____ per event
- B. July 1, 2022 through June 30, 2023 \$ _____ per event
- C. July 1, 2023 through June 30, 2024 \$ _____ per event
- D. July 1, 2024 through June 30, 2025 \$ _____ per event
- E. July 1, 2025 through June 30, 2026 \$ _____ per event

RECYCLING MATERIALS PROCESSING

Definitions

“Acceptable Recyclable Materials” means recyclable materials commonly collected in curbside residential collection programs including fiber (paper & cardboard) and containers (glass, metal & plastic food and beverage containers).

“Commodity Value” is the total weighted value per Ton of each Recyclable and Non-Recyclable component (including negatively-valued Recyclables and transfer and disposal costs of Non-Recyclables) for the Single Stream Materials.

“Commodity Value Share” means the percentage of the commodity value that will be paid to the Town after the processing fee has been satisfied.

“**Non-Recyclables**” means any materials in the Single Stream Materials that are not “Acceptable Recyclable Materials” as defined by the vendor.

“Processing Fee” means the fee paid by the Town for the processing and marketing of Acceptable Recyclable Materials.

“Residue” means the Non-Recyclables and other materials removed from the Single Stream Materials during processing due to their size, type, condition or processing system constraints, and which are disposed of after such processing.

Submission Requirements

1. Vendors must submit a list of Acceptable Recyclable Materials. The list shall also include any recyclable materials deemed unacceptable (ie. Polystyrene, plastic film etc.) as well as any preparation requirements residents will need to follow.
2. Vendors shall provide a clear example of how it will calculate “Commodity Value” for the City’s material. The example shall be based on the month of [Insert Month and Year] and shall assume a residue rate of [Insert current percentage if known].
3. Vendors shall clearly specify fee and methodology for any additional charges, if any, for “residue” in excess of the baseline percentage included in Section two above.

Price Submittal

Processing Fee Per Ton (year one): \$ _____

% Paid when Commodity Value is below Processing Fee _____ %

Commodity Value Share: _____ %

Commodity Value Per Ton for [March 2022}: \$ _____

Net charge per Ton for (March 2022) \$ _____

Note: Vendor must attach a list of Acceptable Recyclable Materials, Commodity Value Calculation Methodology and any other terms or conditions, including any escalation of fees after year one, related to processing and sale of recyclable materials.

FUEL COST ADJUSTMENTS

Contractors shall include clauses for fuel cost adjustments (escalation and de-escalation) in their proposals. The following information, at a minimum, should be provided: type(s) of fuel to be used by the Contractor’s vehicles under this contract; a US Department of Energy index for each fuel (to serve as a baseline cost for fuel at the start of the contract); and the estimated number of gallons of each fuel used monthly under this contract.

FUEL ADJUSTMENT PROVISION

Description: In this space, please provide any information pertinent to fuel cost adjustments. Please see Section above for a description of information required. Attach additional sheets if necessary

PLAN OF SERVICES

Please describe how you would perform services in the following areas as described. Attach extended response or supporting documents as necessary. A Plan of Services is subject to negotiation within the limits of the Purchase Description, Cost Proposal, and advertised scope of procurement. The Town will be utilizing criteria which ranges from Advantageous to Highly Advantageous as defined in MGL Ch 30B uniform Procurement Act.

SOLID WASTE & RECYCLING SERVICES

1. The Purchase Descriptions provides that residents have a weekly curbside collection of trash and biweekly collection of recycling. Both collected in Town issued carts
For an "Advantageous" or "Highly Advantageous" rating, indicate your Plan of Service to perform this obligation and the plan of service for yard waste, bulky items, and white goods collections

- 2 . Describe procedures to be used by collection personnel to provide at the curb for visual inspection and rejection of unacceptable materials and contaminated recyclables. Also describe procedures to be used to provide at the curb for issuance of warning stickers when collection personnel spot contaminated recyclables or unacceptable items set out for trash collection. A plan which maximizes the contractor's ability to detect unacceptable material will receive a higher rating.

3. The following categories of recyclable materials were identified as Designated Recyclables in RFP. Provide quality specifications and definitively identify those "contaminants" which would render a material unacceptable for collection The fewer restrictions will enhance the rating.

 Newsprint and brown grocery bags
 Tin, aluminum, and bi-metal food & beverage metal containers
 Clear and colored glass food, beverage and household containers

- 4 . Describe the collection vehicles which will be used by the Contractor. Include make, model, year, and capacity of each vehicle. Later model vehicles are more desirable and will be rated accordingly.

- 5 .Describe and provide copies of public outreach materials your firm has accomplished promoting recycling programs. Plans which provide for advertising beyond what is required will receive a higher rating.

6. Describe and provide copies of Town program literature designed for delivery to each household which you believe will effectively promote and educate the public on recycling. Plans which provide for literature delivered to homes above what is required will receive a higher rating.

7. Provide a complete listing of all municipalities your firm has serviced in the last 10 years.

Contract Form

CURBSIDE SOLID WASTE AND RECYCLING COLLECTION CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, by and between the _____ a municipal corporation located within the Commonwealth of Massachusetts, (hereinafter referred to as the "Town") and _____, with offices at _____ Massachusetts (hereinafter referred to as the "Contractor"). Contractor and Town are sometimes referred to individually as a "Party," and collectively as the "Parties."

ARTICLE I

CONTRACTOR'S RESPONSIBILITIES

1. SCOPE: The Contractor shall perform all work for the curbside collection of solid waste and recyclables and yard waste in the Town, in accordance with the RFP and this Contract and the removal, transportation and disposal of solid waste to a properly licensed designated Solid Waste Disposal Facility selected by the Town, as well as the processing of single stream recyclables at a site determined by the Contractor.
2. CONTRACT DOCUMENTS: The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
 - a. The Town's Request for Proposals dated [____], 2022 (the "RFP");
 - b. The Town's RFP Addenda/Proposal Questions and Answers dated [____], 2022;
 - c. The Contractor's Proposal and Pricing dated [____], 2022;
 - d. This Contract; and
 - e. Any addenda or changes to the foregoing documents agreed to in writing by the parties hereto.

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment. Should there be any discrepancies between any of the Contract Documents above, the terms most favorable to the Town shall prevail.

Terms used herein and not otherwise defined, shall have the meanings ascribed to them by the RFP.

3. LEVEL OF SERVICES: Contractor agrees that it has accepted responsibility through the term of this Contract to provide solid waste and recycling collection services to approximately 8600 qualified dwelling units within the Town of Dedham as well as all municipal, school, and other locations identified in the RFP, and in accordance therewith and this Contract, at the Contract price.

4. **SOLID WASTE:** Contractor agrees to provide once per week curbside collection of 96G carts provided by the Town and Town approved overflow bags from all qualified dwelling units
5. “MSW” shall mean any municipal solid waste required to be collected by Contractor pursuant to this Agreement.
6. Unacceptable Waste” shall mean any waste that is not MSW and not required to be collected by Contractor pursuant to this Agreement.
7. **RECYCLING:** Contractor agrees to provide bi-weekly automated curbside collection of 96G Carts provided to residents by the Town at all qualified dwelling units
8. “Recyclable Materials” shall mean any recyclable materials required to be collected by Contractor as set forth in Article V of this Agreement.

**ARTICLE II
TERMS AND PAYMENTS**

1. **TERM OF CONTRACT:** The Contract term shall be for five (5) years and shall run from July 1, 2022 through June 30, 2027. The Contractor and the Town agree that this Contract may be extended for an additional five (5) year Contract term and at negotiated Contract prices upon mutual written agreement executed by both the Contractor and the Town on or before January 15, 2027.
2. **CONTRACT PAYMENTS:** Payments to Contractor: The Town agrees to pay to the Contractor, in twelve (12) equal monthly installments commencing on July 1, 2022, and each succeeding installment is to be due on the fifteenth of each month thereafter within thirty (30) days of date of a complete and satisfactory written invoice. Said twelve (12) monthly payments shall be the yearly bid price divided by twelve. The Town agrees to pay Contractor for Roll-off Services, municipal/school container lifts, and added housing units (in the event of greater than 10 per year) on a per unit basis as set forth in the Contractor’s proposal. The consideration for said payments shall be the Contractor’s faithful execution and performance of all the duties and obligations under this agreement. The parties understand that a town meeting vote is required on an annual basis to appropriate funds for the services performed hereunder. If Town fails to appropriate such funds, then upon 30 days’ written notice to Contractor, both parties shall be released from the commitments under this Agreement, with the exception of payment due for any services previously rendered, and it shall be considered null and void.

The Contractor shall provide the Town with the accurate records of the weights of all Recyclable Materials collected, in a spreadsheet form. These records shall be submitted to the Town monthly. The Contractor shall use reasonable efforts to market the Recyclable Materials aggressively so as to maximize revenues from their resale.

ARTICLE III COLLECTION SERVICES

1. Refuse Collection Schedule: Automated Curbside collection of MSW shall be provided weekly to all of the above-referenced residential dwellings containing 4 units or less. Collection of MSW shall not start before 7 a.m. or continue after 7 p.m. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the Town and Contractor. Hours of collection may be adjusted upon written agreement of the Town and the Contractor. Collection schedules will shift by one day to accommodate holiday schedules observed on weekdays by municipalities (i.e. collection will include Saturdays during such weeks).
2. Recycling Collection Schedule: Automated Curbside collection of Recyclable Materials shall be provided bi-weekly to all of the above-referenced residential dwellings containing 4 units or less. Collection of Recyclable Materials shall not start before 7 a.m. or continue after 7 p.m. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the Town and Contractor. Hours of collection may be adjusted upon agreement of the Town and the Contractor. Collection schedules will shift by one day to accommodate holiday schedules observed on weekdays by municipalities (i.e. collection will include Saturdays during such weeks.)
3. Yard Waste Collection Schedule: Contractor will be responsible for curbside collection and processing of leaf Yard waste 34 weeks per year. Leaf and yard waste shall be collected on the resident's current collection day and on an alternating week basis beginning in Spring. The specific collection schedule will be prepared and/or adjusted by the Towns Administrator or Director of Public Works. Leaf and Yard waste collection and processing shall be charged to the Town on a "per collection" basis, the Town has the right to add or delete alternating collections at any time
4. Schools, Municipal Building and Town Designated Locations: Contractor agrees to provide solid waste and recycling collection processing and disposal services to the Town's School Department, Municipal Buildings and/or other Town designated locations, in accordance with the provisions of the RFP and Article IV of this Contract to include Contractor's provision of dumpsters, daily collection, and hauling, disposal and/or processing.
5. Burnable Bulk Items: Contractor agrees to collect burnable bulk items on an appointment basis as needed on a designated collection day agreed upon in writing between the Contractor and Town. Contractor agrees to take payment directly from the resident at the time the collection appointment is made
6. White Good Items: Contractor agrees to collect white good items on an appointment basis as needed on a designated collection day agreed upon in writing between the Contractor and Town. Contractor agrees to take payment directly from the resident at the time the collection appointment is made.

7. Routes of Collection: Residential unit collection routes have been previously established by the Contractor, and if requested shall be provided to the Town for review and approval. Contractor shall use best efforts to keep collection near public and private schools at a minimum during the hours when children will be walking to or from schools. The Contractor may from time to time propose to the Town changes in routes or days of collection affecting residential units, which approval shall not be unreasonably withheld. Upon Town's approval of the proposed changes, Contractor shall promptly give written or published notice to the affected residential units.
8. Holidays: Should a collection day fall on a holiday, the Contractor agrees to collect the MSW and Recyclable Materials that he is obligated to pick up on said holiday, by altering his five-day work week to include Saturday and shift all collections forward one day from the holiday. For example, for a Monday holiday, collection shall be on Tuesday; Tuesday's collection shall be on Wednesday, and so forth through Friday's collection, which shall be shifted to Saturday.
 - a. The following is a list of such holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
9. Curbside Inspection: The Contractor acknowledges and agrees that the designated waste disposal and the recycling facilities impose standards as to materials which may be processed by the respective facilities. If Non-Acceptable Waste are discovered by the Contractor, the Contractor shall, if possible, reject such waste at curb, tag the cart and notify the Town daily of such occurrences.
10. Disabled Residents: Contractor agrees to pick up trash containers from non-curb side, outside areas designated by the Town, whenever the Town determines that a resident's disability would make it difficult for the resident to regularly move trash containers to the curbside. Town agrees to receive requests for such service and to provide written instructions to the Contractor upon determining service eligibility.
11. Complaints: All complaints made shall be given prompt and courteous attention by the Contractor. In the case of alleged missed scheduled collection, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the refuse or recycling not collected as soon as possible but in no case later than 48 business hours after the complaint is received. Contractor shall maintain a log of all complaints. A written report of such complaints and their disposition shall be forwarded to the Town upon request, but in no event less than once every six (6) months. An authorized representative of the Contractor shall report in person to the Select Board Town Manager or Town DPW Director upon 48 hours written notice by certified mail and as otherwise required by law to discuss any complaints regarding Contractor's services hereunder.
- 10 Collection Vehicles: The Contractor shall utilize collection vehicles that are in good working order which meet all applicable Federal, state and local safety and environmental rules and regulations. All vehicles, bins and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. All vehicles must be completely

enclosed, with metal bodies and packer units. They shall be maintained and operated in a manner to eliminate, as far as possible, objectionable odors emanating therefrom, as well as the blowing and spillage of solid wastes. All vehicles shall be maintained so that the contents shall not leak out or spill. Any waste spilled onto public or private property shall be cleaned up immediately by Contractor at its sole cost and expense. Each vehicle shall be equipped with operating a two-way radio or suitable alternative that maintains communication between the driver and the Contractor's office. The Contractor shall employ competent and courteous employees and shall immediately terminate or otherwise release an employee from performing services hereunder when requested by the Town for cause. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

- 11 Office: The Contractor shall maintain an office or such other facilities through which he can be contacted. It shall be equipped with telephones with local numbers and/or toll free number and shall have a responsible person in charge from 8 a.m. to 5 p.m. on regular collection days. Further, the office shall have an answering service to take emergency calls when personnel are not present.
- 12 Dedication of Equipment: Contractor agrees to dedicate for the exclusive purpose of this contract, collection vehicles that are in clean, good working order. Contractor agrees to maintain back-up collection vehicles to perform contract services in the event the primary vehicles are unable to.
- 13 Care of Property: The Contractor shall take all proper precautions to protect all public and private property from unnecessary interference, injury, or damage. If any property is damaged through the fault of the Contractor or its employees or agents, it shall promptly repair the same at its own expense. The Contractor shall handle solid waste receptacles with care so that they will not be caused to be damaged, and after being emptied, such receptacles shall be left right side up and in the same place where found.
- 14 Title to Solid Waste and Recycling: Whenever, by reason of the condition of the container or of the contents thereof, MSW or Recyclable Materials cannot be collected, the Contractor shall notify the Town in writing and explain the reasons, therefore. The Contractor shall receive title to all MSW and Recyclable Materials that is required to be collected by Contractor under this Agreement. The Town shall not be considered the generator of such MSW and Recyclable Materials for any purpose.
- 15 Rules & Regulations: The Contractor shall follow the rules and regulations established by Town relating to curbside collection of solid waste under this Contract. Contractor may submit alternative rules and regulations in whole or part for Town's consideration.

**ARTICLE IV
MUNICIPAL BUILDING, SCHOOLS AND TOWN DESIGNATED SOLID
WASTE & RECYLING CONTAINER COLLECTION**

1. Services: As basic consideration for this contract and with to the Town, Contractor agrees to supply and maintain up to adequately sized dumpsters at municipal properties designated by the Town,
 - a. to provide for collection and transportation to a contractor selected designated disposal/processing facility,
 - b. to provide extra pickups or additional service when requested by the Town.

Service Name	Service Address	Qty	Container			Qty	RECY	Container		Frequency per Week
			MSW	Details	Freq/Wk			Details	Week	
DEDHAM-AVERY SCHOOL	336 HIGH ST	1	10 FL		2	1	8 FY		EOW	1
						15	0.5 CART			
DEDHAM-BROOKDALE CEMETERY	86 BROOKDALE AVE	1	10 FL		EOW					
DEDHAM-CLOUGH RD CONDOS	CLOUGH RD	3	8 FL		1	28	0.5 CART		EOW	
DEDHAM-COUNCIL ON AGING	735 WASHINGTON ST	1	0.5 CART		1	1	0.5 CART		EOW	
DEDHAM-DPW	55 RIVER STREET	1	10 FL		2	2	0.5 CART		EOW	
		1	30 ROLL OFF		1					
DEDHAM-ECEC	1100 HIGH ST	1	8 FL		2	1	8 FY		EOW	
						12	0.5 CART		EOW	
DEDHAM-ENDICOTT ESTATE	656 EAST ST	1	10 FL		1	1	0.5 CART		EOW	
DEDHAM-FIRE STATION	436 WASHINGTON ST	2	0.5 CART		1	2	0.5 CART		EOW	
DEDHAM-FIRE STATION EAST	230 BUSSEY ST	1	4 FL		1	2	0.5 CART		EOW	
DEDHAM-GREENLODGE SCHOOL	191 GREENLODGE ST	1	8 FL		2	1	8 FY		EOW	1
						7	0.5 CART			
DEDHAM-HIGH SCHOOL	140 WHITING AVE	1	10 FL		3	1	10 FY			2
		1	8 FL		3	15	0.5 CART			1
DEDHAM-HIGH ST PLACE CONDOS	80 HIGH ST	2	8 FL		2	20	0.5 CART		EOW	
DEDHAM-HILLSIDE CONDOS	LANCASTER RD	3	8 RL		1	12	0.5 CART		EOW	
		1	4 RL		1					
		1	6 RL		1					
DEDHAM-MAIN LIBRARY	43 CHURCH STREET	1	6 FL		1	3	0.5 CART		EOW	
DEDHAM-MIDDLE SCHOOL	70 WHITING AVE	1	10 FL		2	2	10 FY			1
		1	8 FL		2	15	0.5 CART			1
DEDHAM-MOTHER BROOK CONDOS	100 STONE MILL DR	2	8 FL		2	27	0.5 CART			1
DEDHAM-OAKDALE SCHOOL	147 CEDAR ST	1	8 FL		2	1	8 FY		EOW	
						7	0.5 CART		EOW	
DEDHAM-POLICE STATION	600 HIGH ST	1	6 FL		1	2	0.5 CART		EOW	
DEDHAM-RIVERDALE SCHOOL	143 NEEDHAM ST	1	8 FL		2	7	0.5 CART		EOW	
DEDHAM-SCHOOL DEPARTMENT	322 SPRAGUE ST	1	6 FL		1					
DEDHAM-TOWN HALL (NEW)	450 WASHINGTON ST	1	10 FL		2	1	10 FY			1
						7	0.5 CART		EOW	
DEDHAM-VILLAGE AVE CONDOS	47 VILLAGE AVE	1	8 FL		1	5	0.5 CART		EOW	
DEDHAM-WESTBROOK CROSSING CONDO	989 EAST ST	1	10 FL		1	7	0.5 CART		EOW	

2. **Illegal Dumping:** Contractor agrees to work and fully cooperate with the Town to discourage and eliminate illegal dumping within the Town, including without limitation the reporting of all illegal dumping sites spotted by collection vehicle personnel.
3. **Condition of Containers:** Contractor, at its sole cost and expense, shall provide the Town with sufficient and adequate dumpsters, containers and wheeled carts to facilitate trash and single stream recycling collection from the municipal buildings and schools. Contractor will maintain, repair or replace them as reasonably required by the Town.

CONTAMINATION; OVERAGE; OVERWEIGHT CONTAINERS

1. **CONTAMINATION:** Contractor is not obligated to collect Containers which are contaminated. For purposes of this Agreement, a Container is contaminated when, based on visual or digital inspection, the Contractor reasonably determines that a Recyclables Container has more than 10% non-Recyclable Materials (volume or weight) or any amount of Non-Acceptable Waste.

If Contractor elects to not collect a contaminated Container, it shall notify the Town in writing explaining why. Such notice may be provided by Container tag, email or other means of written communication. Contractor must have photographic evidence of the contamination (which will be provided to the Town upon request).

If Contractor elects to collect a contaminated container, the Contamination Fee may be included on the Town's regular invoice or billed separately. Contractor may dispose of the contents of a contaminated Container it elects to collect. Contractor must have photographic evidence of the contamination (which will be provided to the Town upon request).

2. **OVERAGE.** Contractor is not obligated to collect Overage, unless caused by Contractor spillage of non-overloaded Containers during collection. If Contractor elects to collect Overage, it may charge the Town the Overage Rate provided, however, Contractor must have photographic evidence of the Overage (which will be provided to the Town upon request).

**ARTICLE V
RECYCLING**

1. **RECYCLING:** Recyclable Materials collected under this Contract shall be disposed by the Contractor only at approved material recycling facilities.

The Contractor shall provide for the collection of Recyclable Materials from all residential properties served by the municipal solid waste pickup as well as containers located at each of the schools and municipal buildings.

The selection of a recycling facility or facilities shall be the responsibility of the Contractor, subject to the approval of the Town; said approval not to be unreasonably withheld.

Should the Contractor choose to change recycling facilities during the life of the Contract, the Town must be notified in writing of the change. Any proposed change in the recycling facility shall be subject to the approval of the Town; said approval not to be unreasonably withheld.

In the event that the designated facility is closed or unable to operate for any reason, the Contractor will designate a back-up facility.

All Recyclable Materials disposed at a recycling facility shall be carefully weighed as it is delivered. A tally of scale house tickets shall be submitted to the Town no less frequently than once per month.

RECYCLABLES SPECIFICATIONS

RECYCLABLES shall be dry, loose, not bagged, and include the following*:

Aluminum food and beverage containers – empty	Glass food and beverage containers – brown, clear, or green - empty
Ferrous (Iron) cans – empty	PET plastic containers with the symbol #1 – with screw tops only - empty
HDPE natural plastic containers with the symbol #2 (milk and water bottles) – empty	HDPE pigmented plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) - empty
Plastics with symbol #5 – empty	Newsprint
Old corrugated containers	Magazines, glossy inserts and pamphlets
Catalogs	Cereal boxes; detergent, gift and snack boxes
Telephone books	Printer paper
Copier paper	Mail
All other office paper without wax liners	PP cold beverage cups with the symbol #5

*A complete list of acceptable recyclables can be found on Recyclesmartma.org

RECYCLABLES do not include the following:

Bagged materials (even if containing Recyclables)	Microwave trays
Mirrors	Window or auto glass
Light Bulbs	Ceramics
Porcelain	Plastics numbered #3, 6, and 7, and unnumbered
Plastic bags expanded polystyrene	Coat hangers
Glass cookware/bakeware	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials	Wet fiber
Excluded Materials	Fiber containing, or that has been in contact with, food debris
Any recyclable materials, or pieces of recyclable materials, less than 2” in size in any dimension	Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Contractor's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Contractor's structures or equipment.

DELIVERY SPECIFICATIONS

Single Stream Materials delivered by or on behalf of Customer may not contain more than ten percent (10%) non-Recyclables and may contain no Excluded Materials. Customer shall not discontinue collection of any material listed as a Recyclable, nor divert, retract, or withdraw from the delivered Materials any Recyclables listed above in Exhibit A. Customer shall not allow scavenging of any Recyclables from the Single Stream Materials. Contractor reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials set forth above.

ARTICLE VI

PUBLIC EDUCATION

Contractor agrees to work with the Town to create, print and mail an annual program guide to each eligible dwelling unit outlining Town's current collection program. Contractor agrees to supply the Town with recycling calendars on an annual basis. This includes the creation and mailing of a sufficient number of recycling calendars to service each household that is collected by the Contractor. The Contractor will work cooperatively with the Town to determine language, content, layout of such calendars.

Contractor agrees to provide technical assistance to the Town's Department of Public Works, and attend meetings at the DPW, when requested, and when schedule allows. Such assistance shall be free of charge.

ARTICLE VII

DELIVERY OF WASTE TO THE SOLID WASTE DISPOSAL FACILITY

1. **WEIGHING OF TRUCKS:** All curbside residential MSW collected and transported hereunder, shall be delivered to WHEELABRATOR located at 331 SW Cutoff, Millbury, MA, (the "Solid Waste Disposal Facility").

The Solid Waste Disposal Facility may utilize and maintain motor truck scales to weigh all vehicles delivering waste to the facility. Therefore, the Contractor shall insure that each of its collection vehicles shall have its tare weight conspicuously displayed in a location approved by the facility. The Contractor agrees to allow each vehicle to be weighed inbound and outbound, indicating gross weight., tare weight, time and truck identification on facilities weight records. Because such records shall be used by the Solid Waste Disposal Facility as a basis for calculating monthly and yearly deliveries made by the Town, the Contractor agrees to abide by all rules and regulations imposed by the Solid Waste Disposal Facility concerning the determination of the Town's tonnage sent to the facility.

2. **COMMINGLING:** The Contractor shall not commingle any residential MSW collected or removed from dwelling units located within the Town with commercial or industrial waste, or residential waste generated in any other municipality. In addition, the Contractor shall deliver to the Solid Waste Disposal Facility on behalf of the Town only waste collected or received pursuant to the terms of this Contract.

ARTICLE VIII MISCELLANEOUS

1. **ASSIGNMENT:** The Contractor shall not assign or sublet this Contract, in whole or part, or delegate any of the work to be performed to any other person, partnership, firm or corporation without the prior, written consent of the Town's Select Board, nor shall the Contractor assign any monies due, or to become due under this Contract, without the prior written consent of the Town's Select Board. The Contractor, after written consent by the Town's Select Board, may subcontract with others to provide a portion of the Contracted services where the Contractor does not have the necessary equipment or personnel to perform the services required. Such a contract shall not relieve the Contractor of total responsibility for providing and maintaining service and from compliance with the Contract documents. Any consents and approvals required in this Section shall not be unreasonably withheld.

2. **FORCE MAJEURE:** Except for the failure to make payment when due, neither party shall be in default for its failure to perform or delay in performance caused by an unforeseeable Uncontrollable Circumstance, and the affected party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, extreme weather conditions, natural disasters civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise that are not reasonably within the control of a party, if material. Continued prevention from performance by such causes for periods aggregating sixty (60) or more days shall be deemed to render performance impossible, and either party shall thereafter have the right to terminate this Agreement.

3. DEFAULT AND TERMINATION:

Except as otherwise provided in Section 2 (Force Majeure), the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by written notice to the defaulting Party. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall either Party be liable for any consequential,

indirect, punitive or special damages for any alleged default under this Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the Town.

The Town may terminate this Agreement at any time for convenience by providing the Contractor written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the Contractor shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the Town, such payment not to exceed the fair value of the services provided hereunder.

Termination of this Agreement shall not prejudice or waive any rights or action which the Town may have against the Contractor up to the date of such termination.

4. PERFORMANCE BOND:

- a. The Contractor prior to the beginning of each contract year shall furnish a corporate surety bond as security for the performance of this Contract. Said surety bond must be in the amount of the Contract price for the corresponding period. The amount of the bond shall be increased, but not decreased, to the extent the Consumer Price Index, City of Boston, Urban Wage Earners and Clerical Workers (CPI-W) for the month of May of the immediately preceding calendar year varies from the CPI-W for the month of May immediately preceding the anniversary date of this Contract.
 - b. Premium for the bond described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall contractor the bond.
 - c. The surety on the bond shall be a duly authorized corporate surety company authorized to-do business in the Commonwealth of Massachusetts.
 - d. All bonds or other surety shall be in a form and from a source acceptable to the Town.
 - e. Each performance bond shall exclusively name the Town of Dedham as Obligee, for the faithful performance of all Contractor's obligations under the Contract.
3. LIABILITY: Nothing in this Contract shall be construed to render the Members of the Board of Selectmen or the Town Administrator, or any other officer, employee or agent of the Town, or their successors in office, personally liable for any obligation under this Contract.

4. LIABILITY INSURANCE Contractor will obtain and maintain the insurance coverage as outlined in the below chart throughout the term of this Agreement.

Type of Insurance	Limit Requirements & Notes
General Liability	<p>\$1,000,000 Per Occurrence \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate</p> <p>General Liability coverage must be maintained on an Occurrence basis, and must be amended to state that the Aggregate Limit applies on a Per Project basis. Explosion, collapse and underground property damage (XCU) hazards must be included. Town of Dedham shall be included as Additional Insured with respect to ongoing and completed operations via endorsements CG 2010 10/01 and CG 2037 10/01 or equivalent, and this policy shall be Primary and Non-Contributory with respect to any other insurance available to Additional Insureds. A Waiver of Subrogation shall be provided in favor of Town of Dedham.</p>
Auto Liability	<p>\$1,000,000 Combined Single Limit – Bodily Injury & Property Damage</p> <p>Auto Liability coverage shall be afforded for all owned, non-owned and hired vehicles used in the performance of the work. Town of Dedham shall be included as Additional Insured, and this policy shall be Primary and Non-Contributory with respect to any other insurance available to Additional Insureds. A Waiver of Subrogation shall be provided in favor of Town of Dedham.</p>
Workers' Compensation & Employers' Liability	<p>Part I: Statutory Limits Part II: \$1,000,000 Each Accident \$1,000,000 Disease Per Employee \$1,000,000 Disease Policy Aggregate</p> <p>A Waiver of Subrogation shall be provided in favor of Town of Dedham.</p>
Umbrella/Excess Liability	<p>\$5,000,000 Per Occurrence \$5,000,000 Aggregate</p> <p>The Contractor shall provide Umbrella Liability coverage in a form at least as broad as primary coverages required in this Exhibit with respect to General Liability, Auto Liability and Employers' Liability. Additional Insured status shall be provided to Town of Dedham as provided by primary coverages. Waivers of Subrogation shall be provided in favor of Town of Dedham as provided by primary</p>

	coverages. This policy shall be primary/non-contributory with respect to any other insurance available to Additional Insured(s).
Pollution/Environmental Liability	\$1,000,000 Each Claim \$1,000,000 Aggregate Additional Insured status shall be provided to Town of Dedham, and this policy shall be Primary and Non-Contributory with respect to any other insurance available to Additional Insured(s). A Waiver of Subrogation shall be provided in favor of Town of Dedham.
Additional Types of Insurance	The Contractor shall provide such other types of insurance as may be required at Town of Dedham's discretion.

All insurers providing coverage pursuant to the Agreement shall be companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town. Certificates evidencing all such coverages shall be provided to the Town upon the execution of the Agreement. Each certificate shall specifically refer to the Agreement and shall state that such insurance is as required by the Agreement. Failure to provide or continue in force such insurance shall be deemed a material breach of the Agreement and shall be grounds for immediate termination at the discretion of the Town. Thirty (30) days prior written notice will be given to the Town in the event of cancellation associated with each of the required policies.

INDEMNIFICATION: Contractor agrees to indemnify, defend, and hold Town harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of Contractor's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of Contractor, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

In any event that the Town is sued or becomes subject to administrative action because the Contractor has failed to properly transport, process or dispose of the Town's non-hazardous solid waste that the Contractor is obligated to collect, process, or dispose of under this Agreement, full restitution will be made to the Town for all expenses, fees, fines or other costs or charges incurred by the Town therefor.

Notwithstanding any provision in this Agreement to the contrary, Contractor shall not be responsible for any damage to driving surfaces that is the result of ordinary wear and tear during the performance of the Collection Services.

In no event whether in contract, tort or otherwise shall either party be liable to the other for any special, incidental, consequential, or indirect damages.

The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

5. **DELINQUENT AND CLOSED ACCOUNTS:** The Contractor shall discontinue refuse collection service at any residential unit as set forth in a written notice sent to it by the Town.
6. **STATEMENT OF COMPLIANCE:** The Contractor shall comply with all federal, state and local laws, rules, regulations and orders applicable to the service provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such service, including without limitation permits and approvals from the Town of Dedham Board of Health.

All employees of the Contractor working in the Town must have a minimum of ten (10) hours of relevant OSHA training or equivalent

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

7. **PRIVATE ARRANGEMENTS:** Nothing in this Contract shall prevent the Contractor from entering into private arrangements concerning collection and removal of solid waste with any restaurant, retail or commercial business, or industrial location, provided that such arrangements in no way interfere with the Contractor's obligation under this Contract and that such collections are made with a separate vehicle other than the residential collection vehicles.
8. **FAMILIARIZATION WITH CONTRACT DOCUMENTS:** Failure of the Contractor to familiarize himself completely with all the contract documents and their contents shall in no way release the Contractor from any obligation with respect to the Contract.
9. **APPLICABLE LAW:** The laws and regulations of the Commonwealth of Massachusetts and the Town of Dedham shall govern the validity, interpretation, construction, and performance of this Contract and the Contractor submits to the jurisdiction of any of the appropriate courts located in the Commonwealth of Massachusetts for the adjudication of disputes arising out of this Agreement.
10. **COMPLIANCE WITH LAWS:** Each party to this contract shall comply with all federal, state and local laws, by-laws, rules, regulations, and all administrative and judicial positions known to it, except for such period as it may in good faith be contesting the validity or application thereof.

11. INDEPENDENT CONTRACTOR. The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.
12. INSPECTIONS AND REPORTS. The Town shall have the right at any time to inspect the services, material, and delivered supply of the Contractor, including the right to enter upon any property owned or occupied by Contractor, whether situated within or beyond the limits of the Town. Whenever requested, Contractor shall immediately furnish to the Town full and complete written reports of his operation under this Contract in such detail and with such information as the Town may request.
13. SEVERABILITY: If any provision of this Contract is held invalid by any court or body of competent jurisdiction, the remainder of the Contract shall remain in full force and effect.
14. HEADINGS: The Section Headings in this Contract are for convenience and reference only and in no way define or limit the scope or content of this Contract or in any way affect its provisions.
15. ENTIRE AGREEMENT: This Contract and the documents incorporated therein contain the entire understanding of the parties with respect to the subject matter and terms hereof, and supersede all prior agreements, correspondence, representations and understandings of the parties. This Contract may be amended or modified only by written instrument duly executed by the parties.
16. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original. Facsimile and portable document format (PDF) copies of signatures shall be deemed original signatures.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Contract to be executed by their duly authorized representatives on the day and year first written above.

CONTRACTOR

BY: _____

DATE: _____

APPROVED AS TO FORM AND ACCEPTANCE OF PERFORMANCE BONDS,
CERTIFICATES OF INSURANCE:

Town Counsel

DATE: _____

CERTIFIED AS TO AVAILABLE
FUNDS UP THROUGH JUNE 30, 2023

Chief Financial Officer/Town Accountant

DATE: _____

BY: _____

Town Manager

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

a _____ hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture or Individual)

_____ of _____, State of _____
(Surety) (City & State)

_____ hereinafter called the "Surety" and licensed by the State
Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are
held and firmly bound to the City/Town of _____, Massachusetts, hereinafter called
"Owner", in the penal sum of

_____ Dollars
(\$ _____) in lawful money of the United States, for the payment of which
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered
into a certain contract with the Owner, dated the _____ day of _____,
20__ (the "Construction Contract"), for the construction described as follows: _____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties,
all the undertakings, covenants, terms, conditions, and agreements of the Construction Contract
during the original term thereof, and any extensions thereof which may be granted by the Owner,
with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under
the Construction Contract, and shall fully indemnify and save harmless the Owner from all costs
and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the
Owner all outlay and expense which the Owner may incur in making good any default, then this
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1)
the Owner has declared the Principal in default of the Construction Contract or any provision
thereof or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to
execute the work consistent with, and in conformance to, the Construction Contract (collectively
referred to as a "Contractor Default"). The determination of a Contractor Default shall be made
solely by the Owner. The Owner need not terminate the Construction Contract to declare a
Contractor Default or to invoke its rights under this Bond.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall promptly take one of the following steps: (1) arrange for the Principal to perform and complete the work of the Construction Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Construction Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall decide, for all costs and expenses incurred by the Owner in performing and completing the work of the Construction Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorneys' fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligation of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if none are so specified, actual and foreseeable consequential damages resulting from the Contractor Default or default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications.

NON-COLLUSION

The undersigned certifies under penalty of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, business, partnership, organization, entity or group of individuals.

AUTHORIZED SIGNATURE: _____ DATE: _____

NAME: _____ TITLE: _____

COMPANY: _____

ADDRESS: _____

OFFICE PHONE: _____ MOBILE PHONE: _____

EMAIL: _____

CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

held on _____ it was VOTED that:
(Date)

(Name)

(Title)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal thereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ under seal of the company, shall be valid and binding upon this corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
(Corporation)

that _____ is the duly elected _____ of
(Name) (Title)

said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this Certification.

(Clerk)

CORPORATE SEAL:



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

Prevailing Wage Rates

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

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

ROSALIN ACOSTA
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: Town of Dedham
Contract Number: City/Town: DEDHAM
Description of Work: Residential curbside solid waste/recyclable collection, recycling processing and collection disposal and processing of containerized solid waste and recyclables at Town Designated Buildings
Job Location: Town of Dedham

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Trash/Recycle						
Laborer / Driver <i>{Teamsters 25-Capitol & Allied Waste}</i>	07/01/2021	\$30.75	\$13.31	\$0.00	\$0.00	\$44.06
	07/01/2022	\$31.75	\$13.81	\$0.00	\$0.00	\$45.56
	07/01/2023	\$32.75	\$14.31	\$0.00	\$0.00	\$47.06

Additional Apprentice Information:

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

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

All steps are six months (1000 hours.)

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

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.