

North Central MA Housing Authorities



Invitation for Bids (IFB)

Solid Waste and Recyclables Hauling

Participating Awarding Authorities/Entities:

Leominster Housing Authority (LHA)
Lunenburg Housing Authority (LUHA)
Sterling Housing Authority (SHA)
West Boylston Housing Authority (WBHA)
Holden Housing Authority (HHA)
Leominster Development Corporation (LDC)

Contracts Estimates:

| Housing Authority | Estimated Amount (3 Years) |
|-------------------|-------------------------------|
| LHA | \$169,000 |
| LUHA | \$27,000 |
| SHA | \$23,000 |
| WBHA | \$58,000 |
| HHA | \$43,000 |
| LDC | \$23,000 |
| Total | \$343,000 |

Contract Terms:

Three (3) Years with option to renew for an additional (3) three years at sole discretion of each housing authority.

Date of Issuance:

Wednesday, May 21, 2025

Bids Due:

Wednesday, June 11, 2025 @ 9:30 a.m.

Send Bids To:

Leominster Housing Authority
Attn: Adam Gautie
Trash Hauling
100 Main St
Leominster, MA 01453

Point of Contact:

Adam Gautie
Leominster Housing Authority
978-728-6997
100 Main St.
Leominster, MA 01453
adam@leominsterha.com

Governing Statute:

M.G.L. c.30B.

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ADVERTISEMENT

LEOMINSTER HOUSING AUTHORITY

INVITATION FOR BIDS (IFB)

SOLID WASTE AND RECYCLABLES HAULING

The North Central Massachusetts Housing Authorities is hereby soliciting sealed bids on behalf of the Leominster Housing Authority, Lunenburg Housing Authority, Sterling Housing Authority, West Boylston Housing Authority, Holden Housing Authority and the Leominster Development Corporation for solid waste and recyclables hauling. Each entity will issue independent contracts.

All contracts shall be for a period of three (3) years with an option to renew for an additional three (3) years. Estimates for each entity for three year contracts are as follows:

| | |
|-------------------------------------|-----------------|
| Leominster Housing Authority: | \$169,000 |
| Lunenburg Housing Authority: | \$27,000 |
| Sterling Housing Authority: | \$23,000 |
| West Boylston Housing Authority: | \$58,000 |
| Holden Housing Authority: | \$43,000 |
| Leominster Development Corporation: | <u>\$23,000</u> |
| Total: | \$343,000 |

Bids are subject to state prevailing wage rates as required by M.G.L. c. 149 §27F.

Specifications may be obtained online at our website: <http://ncmhousing.org/Procurements.php>, at the Leominster Housing Authority Administrative Offices, 100 Main Street, on Monday through Friday from 8:30 a.m. to 4:00 p.m., or by contacting Adam Gautie at 978-728-6997 or adam@leominsterha.com.

Bids require a five (5) percent bid deposits for each contract and must be submitted in a sealed envelope to the Leominster Housing Authority, 100 Main St., Leominster, MA 01453, where said bids will be publicly opened and read aloud at 9:30 a.m. on Wednesday, June 11, 2025. All bids received later than said date and time will not be opened or considered. All bidders shall write on the face of the envelope in which their bid is submitted "BID FOR SOLID WASTE AND RECYCLABLES HAULING".

Each awarding authority reserves the right to reject any and all bids, to waive any informalities in the bids received, and to accept the bid which it deems most favorable.

INSTRUCTIONS TO BIDDERS

It's imperative for the bidder to read and understand this entire specifications package prior to submitting a bid. Failure to do so will be at the bidder's own risk.

Contract Terms:

The contract will begin July 1, 2025 and will end June 30, 2028. A three-year extension is available at sole discretion of the awarding authorities.

Contract Types:

All contracts will be firm fixed contracts.

Contract Estimates:

Below are estimates for each contract:

| Housing Authority | Estimated Amount (3 Years) |
|--------------------------|---------------------------------------|
| LHA | \$169,000 |
| LUHA | \$27,000 |
| SHA | \$23,000 |
| WBHA | \$58,000 |
| HHA | \$43,000 |
| LDC | \$23,000 |
| Total | \$343,000 |

MA Prevailing Wage

MA prevailing wages will apply. The MA prevailing wage schedule is provided as an attachment at the end of this document.

Bid Deposit/Bond

Bidders are to submit five (5) independent bid deposits for each housing authority. Each bid submission requires a five (5%) percent bid deposit or bond based on the total contract value on each awarding authority's bid form. The bid deposits can be in the form of a bid bond or cashier's check made payable to each housing authority. Please do not make the bid bond/deposit payable to the NCMHA or all to the Leominster Housing Authority.

Minimum Quality Requirements:

The successful bidder must meet the following criteria at a minimum or the bid will be deemed non-responsive and rejected on that premise.

1. Contractors must demonstrate a minimum of three (3) years' experience providing trash hauling services as required in the scope of work.
2. Contractors must be insured.
3. Contractors must not be debarred to conduct business from any public agency (federal or state).

Registration:

All bidders must register with the NCMHA. If you received these specifications from any third party, other than directly from the NCMHA, you must inform the LHA. This is to ensure vital information concerning this solicitation is distributed to all interested parties in a consistent format. Failure to inform the LHA may result in your bid being rejected.

Questions:

Any and all questions concerning this IFB shall only be directed to Adam Gautie in writing using either email: adam@leominsterha.com, or post mail to Attn: Adam Gautie LHA Main Office 100 Main St, Leominster, MA 01453. Submitted questions will be distributed to all via an addendum.

Bid Submission Instructions

All bids must be received by on or before **Wednesday, June 11, 2025 by 9:30 a.m.** at which time they will be opened publicly and read aloud at the Leominster Housing Authority Main Office located at 100 Main St. Leominster, MA 01453. In the event the Leominster Housing Authority offices are closed due to weather, fire, or other unforeseen event, the bid opening will be held the next business day during the same time of day and at the same location.

Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

1. Was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt (e.g. an offer submitted in response to the solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
2. Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined that the late receipt of bid was due solely to the mishandling by the NCMHA after receipt at the NCMHA; or

3. Was sent by U.S. Postal Service Express Mail Next Day Service--Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and observed holidays.

Any modification or withdrawal shall be made in writing and received by the NCMHA prior to the time and date that the bid is due, subject to items 1 through 3 above. bid modifications must be submitted in a sealed envelope clearly labeled "**Modification No.____ to Bid for Trash and Recyclables Hauling**".

Required Bid Submission Forms

The following forms are required with each bid submission. Failure to submit these forms with the bids will result in your bid being rejected.

- 1) Bid Form(s) (Attachment)
- 2) 5% Bid Deposit/Bond for each housing authority. (Made payable to each housing authority)
- 3) Qualifications and References Form (Attachment)

Required Contract Forms

Bidder must submit the following forms and documents **before contract commencement.**

- 1) Liability Insurance Certificates per General Conditions of the Contract
- 2) Worker's Compensation Certificates per General Conditions of the Contract
- 3) Vehicle Insurance Certificates per General Conditions of the Contract
- 4) W-9 Request for Taxpayer Identification and Certification
- 5) Certificate of Corporate Vote of Authorization (If Applicable) (Attachment)
- 6) Owner-Contractor Agreement

Addenda

The NCMHA may issue addenda during this solicitation. The bidder will be notified by using the bidder's contact information provided during the registration process. It will be the **bidder's sole responsibility to ensure they receive addenda.** Addenda will be posted at our website <http://ncmhousing.org/Procurements.php> .

Bid Acceptance Period

The awarding authorities shall have a period of sixty (60) calendar days following the bid opening date to make the award. No bids may be withdrawn during this acceptance period without the permission of the awarding authorities.

Attendance at Bid Opening

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and other properly interested parties who either may be present in person or by their representative. The bids will be publicly read and open to inspection at this time.

Informalities and Rejections

The awarding authorities reserve the right to waive any informality and reject any or all bids.

Rule for Award

1. Bidders are to use the bid form provided.
2. The contracts will be awarded to the sole contractor that offers the lowest aggregate amount for all six entities.
3. The board of commissioners of each housing authority will award contracts that are > \$10,000. The LHA will award any contracts < \$10,000.
4. The awarded contractor must provide service to all six entities listed in this solicitation.

TERMS AND CONDITIONS

Payment Terms

Payment will be NET 30 days from receipt of invoice (not invoice date) unless the bidder offers a prompt pay discount.

The awarding authority will pay a late charge from the date such sums become due (defined as the date of receipt of invoice after services are actually rendered) of one and one-half

Percent (1.5%) on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to attorney's fees) incurred by the contractor to collect overdue amounts.

In the event the contractor charges a fee, interest, or other charge for late payment, the contractor must provide evidence to the housing authorities that their invoice was sent to the correct accounts payable (AP) address within a reasonable amount of time (5 business days) to allow 30 days from receipt of the invoice. Also, the contractor shall contact the awarding authorities with ample notice prior to charging fees, interest, or other charges related to pending overdue balances. This is to allow the awarding authority an opportunity to pay sums due prior to incurring any charges.

Contract Terms/Conditions and Agreements

The contracts awarded from this solicitation shall only consist of this specification's terms and conditions and the bid form submitted by the contractor. Bidder is not to submit revised terms and conditions with, or post submission of their bid. If the bidder needs to amend the contract terms and conditions, then they must contact the LHA at least two days prior to the bid due date with their request. If the LHA accepts their request, then the LHA will issue an addendum so that all bidders can bid on equal footing.

Individual Accounts

The contractor must set up each awarding authority as individual accounts in their billing/sales systems and shall send separate invoices for each entity.

Organizational Conflicts of Interest

The contractor certifies by submission of a proposal that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial contractual or other interests are such that:

1. Award the contract may result in an unfair competitive advantage;
5. The Contractor's objectivity in performing the contract work may be impaired;
6. The Contractor has disclosed all relevant information and requested to make a determination with respect to the contract.

The contractor agrees that if after the award of contract, he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing which shall include a description of the action which the contractor has taken or intends to take to eliminate or neutralize the conflict.

In the event that the contractor was aware of an organizational conflict of interest before the award of the contract, and intentionally did not disclose the conflict, the awarding authorities may terminate the contract for default.

Insurances

The successful proposer must maintain the following insurances in connection with this contract:

1. Workman's Compensation Insurance in accordance to Massachusetts Statutes.
2. General Commercial Liability Insurance in the minimum amount of \$500,000.
3. Automobile Insurance: All vehicles used in the conduct of these contracts shall maintain liability coverage.

Subcontracting

No subcontractors will be allowed to perform any work under this contract without the prior approval from the awarding authorities

Compliance with Laws, Regulations and Published Standards

Contractor shall comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices.

Improper Performance and Disputes

In addition to other remedies provided by law, the awarding authorities reserve the right to revoke any previous acceptance and to cancel all or any part of the contract if the contractor fails to perform any of the work in accordance with the terms and conditions of this contract.

At the awarding authority's option and sole discretion with regard to any particular dispute, any dispute arising in connection with this contract shall be resolved by arbitration in Leominster, MA in accordance with the rules of the American Arbitration Association; and all disputes shall otherwise be resolved in and only in the appropriate courts in Massachusetts as the exclusive judicial forum. THE AWARDING AUTHORITIES AND CONTRACTOR WAIVE THEIR RIGHT TO A JURY TRIAL WITH REGARD TO ANY DISPUTE ARISING IN CONNECTION WITH THIS CONTRACT.

Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the awarding authority by obtaining a written and dated acknowledgement of receipt from the awarding authority at the address shown on the cover of this solicitation. The determination of the awarding authority with regard to such protest shall be final unless appealed by the protestor.

Contract Termination

This contract may be terminated by either party for cause or convenience with a thirty-day written notice.

SCOPE OF WORK

LEOMINSTER HOUSING AUTHORITY

1. Leominster Solid Waste Hauling (Supply of New/Like New Dumpsters)

The successful bidder shall supply new or refurbished (in like new condition) solid waste dumpsters and provide solid waste hauling services to the developments below:

| Development | Address | # of Containers | Container Size EA (Yards) | Pickup Frequency | Pickup Day |
|--------------|--|-----------------|---------------------------|------------------|---------------------------------|
| Allencrest | 136 Viscoloid Ave, Leominster, MA | 2 | 10 | 3 x Week | Monday, Wednesday, Friday |
| Laurie Drive | 35-49 Laurie Dr. Leominster, MA | 2 | 2 | 1 x Week | Friday |
| Notre Dame | 10-36 Notre Dame St. Leominster, MA | 2 | 8 | 1 x Week | Friday |
| Ann O'Connor | 23 George St. Leominster, MA | 1 | 6 | 1 x Week | Friday |

2. Leominster Solid Waste Hauling (Housing Authority Owned Dumpsters)

The successful bidder shall provide solid waste hauling services to the following developments. We don't require lease of dumpsters as these locations will furnish their own dumpsters.

| Development | Address | # of Containers | Container Size EA (Yards) | Pickup Frequency | Pickup Day |
|---------------|----------------------------------|-----------------|---------------------------|------------------|------------|
| Sunset Towers | 100 Main St. Leominster, MA | 3 | 2 | 1 x Week | Friday* |
| LaPierre East | 161 Spruce St. Leominster, MA | 2 | 2 | 1 Week | Friday* |
| LaPierre East | 161 Spruce St. Leominster, MA | 1 | 2 | 1 Week | Monday* |

***The pickup day for Sunset Towers and LaPierre must be as listed as above. We can accept other pick-up days for the other locations.**

3. Leominster Single Stream Recyclables Hauling (Supply of New/Like New Toters)

The successful bidder shall supply new or like new recyclable toters and provide curbside automatic (mechanical arm) single stream recycling hauling to the following developments. Toters will be placed at curbside on the day of scheduled pick-up by the awarding authority's maintenance staff.

| Development | Address | | # of Containers | Container Size (Gallons) | Pickup Frequency | Pickup Day |
|---------------|--|--|-----------------|--------------------------|------------------|------------|
| LaPierre East | 161 Spruce St. Leominster, MA | | 9 | 64 | 1 x Week | Monday |
| Notre Dame | 10-36 Notre Dame St. Leominster, MA | | 5 | 64 | 1 x Week | Monday |
| Sunset Towers | 100 Main St. Leominster, MA | | 6 | 64 | 1 x Week | Monday |
| Laurie Dr. | 35-49 Laurie Dr. Leominster, MA | | 2 | 64 | 1 x Week | Monday |
| Ann O'Connor | 23 George St. Leominster, MA | | 3 | 64 | 1 x Week | Monday |

LUNENBURG HOUSING AUTHORITY

1. Lunenburg Solid Waste Hauling (Supply of New/Like New Dumpsters)

The successful bidder shall supply new or refurbished (in like new condition) solid waste dumpster and provide solid waste hauling services to the development below:

| Development | Address | # of Containers | Container Size EA (Yards) | Pickup Frequency | Pickup Day |
|-----------------------|--------------------------------|-----------------|---------------------------|------------------|------------|
| Pearl Brook - Elderly | 131 White St. Lunenburg, MA | 1 | 10 | 1 | Wednesday |

2. Lunenburg Solid Waste Hauling (Supply of Toters)

The successful bidder shall supply new or refurbished (in like new condition) solid waste totes and provide solid waste hauling services to the developments below:

| Development | Address | # of Toters | Container Size EA (Gallons) | Pickup Frequency | Pickup Day |
|----------------------|--------------------------------|-------------|-----------------------------|------------------|------------|
| Pearl Brook - Family | 131 White St. Lunenburg, MA | 6 | 64 | 1 | TBD |

3. Lunenburg Single Stream Recycling (Supply of New/Like New Toters)

The successful bidder shall supply new or refurbished (in like new condition) recycling totes and provide recycling services to the developments below:

| Development | Address | # of Toters | Container Size EA (Gallons) | Pickup Frequency | Pickup Day |
|-----------------------|--------------------------------|-------------|-----------------------------|------------------|------------|
| Pearl Brook - Elderly | 131 White St. Lunenburg, MA | 9 | 64 | 1 | TBD |

STERLING HOUSING AUTHORITY

1. Sterling Solid Waste Hauling (Supply of New/Like New Dumpster)

The successful bidder shall supply new or refurbished (in like new condition) solid waste dumpster and provide solid waste hauling services to the development below:

| Development | Address | # of Dumpsters | Container Size EA (Yards) | Pickup Frequency | Pickup Day |
|-----------------------|--------------------------------|-----------------------|----------------------------------|-------------------------|-------------------|
| Pearl Brook - Elderly | 131 White St. Lunenburg, MA | 2 | 6 | 1 | TBD |

2. Sterling Single Stream Recycling (Supply of New/Like New Dumpster)

The successful bidder shall supply new or refurbished (in like new condition) solid waste dumpster and provide recycling hauling services to the development below:

| Development | Address | # of Dumpsters | Container Size EA (Yards) | Pickup Frequency | Pickup Day |
|-----------------------|--------------------------------|-----------------------|----------------------------------|-------------------------|-------------------|
| Pearl Brook - Elderly | 131 White St. Lunenburg, MA | 1 | 4 | 1 | TBD |

West Boylston Housing Authority

1. West Boylston Solid Waste Hauling (Supply of New/Like New Dumpsters)

The successful bidder shall supply new or refurbished (in like new condition) solid waste dumpsters and provide solid waste hauling services to the developments below:

| Development | Address | # of Dumpsters | Dumpster Size EA (Yards) | Pickup Frequency | Pickup Day |
|-------------------------|---------------------------------------|-----------------------|---------------------------------|-------------------------|-------------------|
| Orchard Knoll - Elderly | 87 Maple St. West Boylston, MA | 1 | 8 | 1 | Thursday |
| Orchard Knoll-Family | 87 Maple St. West Boylston, MA | 1 | 10 | 1 | Thursday |
| Foster St. | 14-16 Foster St. West Boylston, MA | 1 | 8 | 1 | Thursday |

2. West Boylston Single Stream Recycling (Supply of New/Like New Toters)

The successful bidder shall provide curbside automatic (mechanical arm) single stream recycling hauling to the following developments. Toters will be placed at curbside on the day of scheduled pick-up by the awarding authority's maintenance staff.

| Development | Address | # of Toters | Toter Size EA (Gallons) | Pickup Frequency | Pickup Day |
|-------------------------|-----------------------------------|--------------------|--------------------------------|-------------------------|-------------------|
| Orchard Knoll - Elderly | 87 Maple St. West Boylston, MA | 8 | 64 | 1 | TBD |
| Orchard Knoll - Family | 87 Maple St. West Boylston, MA | 8 | 64 | 1 | TBD |

Holden Housing Authority

1. Holden Solid Waste Hauling (Supply of Toters)

The successful bidder shall provide curbside automatic (mechanical arm) solid waste hauling to the following development. Toters will be placed at curbside on the day of scheduled pick-up by the awarding authority's maintenance staff.

| Development | Address | # of Toters | Toter Size EA (Yards) | Pickup Frequency | Pickup Day |
|----------------------|-----------------------------|--------------------|------------------------------|-------------------------|-------------------|
| Checkerberry Village | 9 Flagler Dr. Holden, MA | 25 | 64 | 1 | TBD |

2. Holden Single Stream Recycling (Supply of Toters)

The successful bidder shall provide curbside automatic (mechanical arm) single stream recycling hauling to the following developments. Toters will be placed at curbside on the day of scheduled pick-up by the awarding authority's maintenance staff.

| TBD | Address | # of toters | Toter Size EA (Yards) | Pickup Frequency | Pickup Day |
|----------------------|-----------------------------|--------------------|------------------------------|-------------------------|-------------------|
| Checkerberry Village | 9 Flagler Dr. Holden, MA | 12 | 96 | 1 | TBD |

Leominster Development Corporation

1. LDC Solid Waste Hauling (Supply of New/Like New Dumpster)

The successful bidder shall supply new or refurbished (in like new condition) solid waste dumpster and provide solid waste hauling services to the development below:

| Development | Address | # of Dumpsters | Dumpster Size EA (Yards) | Pickup Frequency | Pickup Day |
|--------------------|--------------------------------|-----------------------|---------------------------------|-------------------------|-------------------|
| Rockwell Village | 95 Adams St. Leominster, MA | 1 | 8 | 1 | TBD |

LIST PRICING FOR BULKY ITEMS

Contractor to provide list pricing to dispose of bulk items. Bulk items to include, but are not limited to, furniture, mattresses, box springs, couches, chairs, rugs, etc.

GENERAL REQUIREMENTS

The Contractor shall carefully handle and thoroughly empty all containers. Emptied containers shall not be placed by the Contractor in such a manner as to block driveways, in front of mailboxes or on paved portions of roadways. Empty trash containers shall be left in an upright position in the approximate place where found. Containers shall not be bent, thrown or otherwise abused. Under no circumstances are waste barrels/receptacles or their covers to be thrown or allowed to roll out into the street. Any type of container found in a rack, cart, or enclosure of any kind shall be returned upright to it with covers placed on the container.

All waste must be dumped only at approved dumping location and accordance with all laws.

All collection will occur between the hours of 8:00 a.m. and 4:00 p.m.

If the established collection day falls on a holiday in which the landfill is closed, then collection is to occur the next business day.

If the awarding authorities require additional pick-up beyond the regularly scheduled collection frequency, then the Contractor shall honor their unit price to pick up each container listed on the bid form.

The Contractor shall agree to furnish and provide his own labor, all his own equipment and other items necessary to collect and dispose of all material under the terms of the contract.

Under no circumstance shall the Contractor co-mingle recyclable materials intended for recycling with solid waste.

The Contractor must be able to lift containers (totes, dumpsters, etc.) that are utilized at all developments.

The Contractor shall be responsible to provide, maintain and repair all vehicles and equipment necessary to safely, adequately, efficiently and effectively perform the obligations of this contract.

All collection vehicles shall be adequately insured in accordance with the requirements detailed in the terms and conditions.

All equipment is to meet established Massachusetts and Federal truck safety requirements as well as requirements for noise and air pollution (emission) levels.

For developments that require supply of dumpsters or containers, the contractor shall supply containers to the satisfaction of each housing authority and make all necessary repairs to their containers within one (1) week after receiving notification from the housing authority.

The Contractor shall equip, operate and maintain all vehicles and equipment in a manner to prevent any uncontrolled or unintentional release of any contents, including but not limited to blowing or spillage. If, at any time during collection and transport, solid waste or recycled materials are spilled onto a street, sidewalk, or private property, the Contractor shall clean up and place in the collection vehicle all solid waste before the vehicle proceeds to the next stop on the collection route or shall promptly make all other necessary arrangements for the immediate clean-up of spilled solid waste or recycled materials.

The Contractor shall notify the awarding authority within 30 minutes of any accident involving injury or damage to private or public property.

EXCLUDED MATERIALS

The Contractor shall not pick up the following:

- Banned Waste Materials (with the exception of tires-see Section 3.1) as specified by MassDEP 310 CMR 19.107
- Construction and building materials including asphalt, brick, concrete, cement and gravel, or metal. Small quantities of construction debris may be included as part of the waste reduction allowable amount of trash each week, but not in addition
- Leaf and yard waste, sod, landscaping, tree debris and tree stumps
- Automobile parts, or batteries, engines, doors, body pieces, etc. (with the exception of tires-see Section 3.2)
- Cathode Ray Tubes (CRT's) – TV's, computer monitors
- Visible recyclables, cardboard, paper, plastic containers and materials
- Appliances, White Goods or Freon containing products
- Hazardous Waste Products

RECYCLABLES

The single stream collection of recyclable materials shall be in compliance with all applicable State and local laws, regulations and waste bans.

Recyclable Materials to be collected shall include, as a minimum:

- Glass bottles and jars of all colors
- Aluminum, tin/steel cans and lids and aluminum foil products
- Milk and Juice cartons (tent top), drink boxes
- Plastic bottles, jars and tubs
- Newspapers, advertisement inserts, magazines, telephone books, paperback books, books (hard cover removed), catalogues, junk mail, white/colored office paper, brown paper bags, boxboard & corrugated cardboard.

CONTRACTOR PERSONNEL

All employees of the Contractor must have a minimum of ten (10) hours of relevant OSHA training. The Contractor shall maintain training records as required by state and federal laws.

Employees must wear a shirt at all times while working. The use of brightly colored safety vests is required if the shirt is not a bright safety colored garment.

The driver of the collection truck shall travel all roads and streets in accordance with all traffic regulations.

All Contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no time shall they solicit or request gratuities of any kind. Any employee of the Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous shall be removed from service under this agreement by the Contractor.

QUALITY OF WORK

All work shall be done to the entire satisfaction of the housing authorities. The housing authorities may withhold or, on the account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- Defective service
- Claims filed in reasonable evidence indicating public filing of claims by other parties against the Contractor
- Failure of the Contractor to make payments for equipment or labor
- Personal injury or property damage to public or private property

Failure to comply with any of the specifications or provisions of the contracts shall be deemed sufficient cause of the immediate termination of the contracts

PROPERTY DAMAGE

The Contractor shall be responsible for any damage to private property caused by the Contractor's or subcontractor's employees during performance of this Agreement. The Contractor shall replace or restore to its original condition any such damaged property at no cost to the occupant, owner, or the housing authority. Within five (5) working days of the Contractor's notification by a customer or the awarding authority, of a claim of fifty dollars (\$50.00) or less, the Contractor shall resolve or make a commitment to pay a theft or damage claim. Within ten (10) working days of the Contractor's notification by a customer or awarding authority of a claim in excess of fifty dollars (\$50.00), the Contractor shall deliver written documentation to the awarding authority describing the complaint, the Contractor's and complainant's calculation of damages and either a commitment for immediate payment by the Contractor or a clear explanation of why the Contractor disputes the complainant's claim. This written documentation shall be signed by an Officer of the Contractor's company.

INFLATION/CONTRACT PRICE ESCALATION

To protect against the threat of potential economic inflation, we will allow the contractor to adjust their unit rates once per year. This adjustment shall be calculated using the U.S. Bureau of Labor Statistics Consumer Price Index (CPI) Northeast for all Urban Consumers (CPI-U). The contractor must only use the rate published for the percent change from 12 months ago from August of each contract year to determine the rates for the next twelve (12) months of the contract. This adjustment will only be allowed once per year and be in effect September 1st of each year.

SCHEDULED PICK-UP DAYS

The current days that we are receiving pick-ups are provided in the tables above. We are open to amending those pick-up days for all locations EXCEPT Sunset Towers and LaPierre East in Leominster. Those locations must be picked up on the specified pick-up days listed in the table above.

CONTRACT PROCEDURES

Contract Administration:

Any revision to the contracts, including the scope of work, must be made in writing and approved only by the housing authority.

All invoices and weekly certified payroll forms are to be emailed to ap@leominsterha.com or sent to:

Awarding Authority (List the authority under contract)
Attn: Accounts Payable
100 Main St.
Leominster, MA 01453

ATTACHMENTS

1. Bidder's Checklist
2. Bid Form
3. Qualifications and References Form
4. Model Owner-Contractor Agreement
5. Certificate of Corporate Vote of Authorization
6. MA Weekly Certified Payroll Form
7. MA Weekly Payroll Statement of Compliance
8. MA Prevailing Wage Schedule

BIDDER'S CHECKLIST

This Form Does Not Have to be Submitted

To ensure your bids are acceptable to the awarding authorities, and are not rejected due to mistakes, we are providing this checklist for your convenience. It does not have to be included with your bid.

ALL Bidders

- ☐ 1. Did you use the appropriate bid form provided?
- ☐ 2. Did you submit a five (5)% bid deposit for each housing authority and make each bid deposit out to each individual housing authority?
- ☐ 2. Did you add any information not called for, or acknowledged an addendum or alternate that does not exist, which would make your proposal conditional or obscure, and lead to a protest?
- ☐ 3. Is your bid form **SIGNED**?
- ☐ 4. Did you submit a list of all contracts performed in the past two years that are similar in size and scope and included their contact information?
- ☐ 5. Did you acknowledged all addenda issued, and followed the instructions contained therein?

THIS FORM DOES NOT HAVE TO BE SUBMITTED
SOLID WASTE AND RECYCLABLES HAULING BID FORM

Leominster Housing Authority Proposed Fee Schedule:

| Development | Service | Monthly Fee | Extra Pickup Fee Per Container |
|---|---|--------------------|---------------------------------------|
| Allencrest | Supply of solid waste dumpsters and solid waste hauling | \$ | \$ |
| Allencrest | Curbside SSR hauling (No supply of recycling totes) | \$ | \$ |
| Notre Dame | Supply of solid waste dumpsters and solid waste hauling | \$ | \$ |
| Notre Dame | Curbside SSR hauling with supply of 64-gallon recycling totes | \$ | \$ |
| Laurie Dr. | Supply of solid waste dumpsters and solid waste hauling | \$ | \$ |
| Laurie Dr. | Curbside SSR hauling with supply of 64-gallon recycling totes | \$ | \$ |
| Ann O'Connor | Supply of solid waste dumpsters and solid waste hauling | \$ | \$ |
| Ann O'Connor | Curbside SSR hauling with supply of 64-gallon recycling totes | \$ | \$ |
| Sunset Tower | Solid Waste Hauling (No supply of dumpsters) | \$ | \$ |
| Sunset Tower | Curbside SSR hauling with supply of 64-gallon recycling totes | \$ | \$ |
| LaPierre East | Solid Waste Hauling (No supply of Dumpsters) | \$ | \$ |
| LaPierre East | Curbside SSR hauling with supply of 64-gallon recycling totes | \$ | \$ |
| LHA Estimated Monthly Total | | \$ | |
| LHA Estimated Initial Three (3) Year Contract Amount | Multiply by 36 Months | \$ | |

Lunenburg Housing Authority Proposed Fee Schedule:

| Development | Service | Monthly Fee | Extra Pickup Fee Per Container |
|--|--|--------------------|---------------------------------------|
| Pearl Brook Apts. -Elderly | Supply of solid waste dumpster and solid waste hauling | \$ | \$ |
| Pearl Brook Apts. - Family | Supply of solid waste 64-gallon toters and solid waste hauling | \$ | \$ |
| Pearl Brook Apts. - Elderly | SSR hauling with supply of dumpster. | \$ | \$ |
| Pearl Brook Apts. - Family | SSR hauling with supply of 64-gallon recycling toters | \$ | \$ |
| LUHA Estimated Monthly Total | | \$ | |
| LUHA Estimated Initial Three (3) Year Contract Amount | Multiply by 36 Months | \$ | |

Sterling Housing Authority Proposed Fee Schedule:

| Development | Service | Monthly Fee | Extra Pickup Fee Per Container |
|---|--|--------------------|---------------------------------------|
| Sholan Terrace | Supply of solid waste dumpster and solid waste hauling | \$ | \$ |
| Sholan Terrace | SSR hauling with supply of dumpster | \$ | \$ |
| SHA Estimated Monthly Total | | \$ | |
| SHA Estimated Initial Three (3) Year Contract Amount | Multiply by 36 Months | \$ | |

West Boylston Housing Authority Proposed Fee Schedule:

| Development | Service | Monthly Fee | Extra Pickup Fee Per Container |
|--|--|--------------------|---------------------------------------|
| Orchard Knoll | Supply of solid waste dumpsters and solid waste hauling | \$ | \$ |
| 14-16 Foster St. | Supply of solid waste dumpsters and solid waste hauling | \$ | \$ |
| Orchard Knoll | Curbside SSR hauling with supply of 64-gallon recycling containers | \$ | \$ |
| WBHA Estimated Monthly Total | | \$ | |
| WBHA Estimated Initial Three (3) Year Contract Amount | Multiply by 36 Months | \$ | |

Holden Housing Authority Proposed Fee Schedule:

| Development | Service | Monthly Fee | Extra Pickup Fee Per Container |
|--|---|--------------------|---------------------------------------|
| Checkerberry Village | Solid waste hauling with supply of solid waste 64-gallon toters | \$ | \$ |
| Checkerberry Village | Curbside SSR hauling with supply of 96-gallon recycling toters | \$ | \$ |
| LUHA Estimated Monthly Total | | \$ | |
| LUHA Estimated Initial Three (3) Year Contract Amount | Multiply by 36 Months | \$ | |

Leominster Development Corporation Proposed Fee Schedule:

| Development | Service | Monthly Fee | Extra Pickup Fee Per Container |
|---|--|--------------------|---------------------------------------|
| Rockwell Village | Solid waste hauling with supply of 64-gallon toters | \$ | \$ |
| Rockwell Village | Curbside SSR hauling with supply of 64-gallon recycling toters | \$ | \$ |
| Estimated Monthly Total | | \$ | |
| Estimated Initial Three (3) Year Contract Amount | Multiply by 36 Months | \$ | |

Total Estimated Contract Amounts:

Carry the three-year total estimated contract amounts from the tables above for each housing authority/entity and enter in the below tables. Calculate your bid deposits using five percent (5%) of the estimated total contract for each housing authority/entity. Sum all housing authority/entity contracts to determine the estimated total for all six entities. All six contracts will be awarded to the sole bidder who provides the lowest total for all six entities.

| Housing Authority | Total Estimated Contract | Bid Deposit Percent | Bid Deposit Amount |
|---|---------------------------------|----------------------------|---------------------------|
| Leominster Housing Authority | \$ | 5% | \$ |
| Lunenburg Housing Authority | \$ | 5% | \$ |
| Sterling Housing Authority | \$ | 5% | \$ |
| West Boylston Housing Authority | \$ | 5% | \$ |
| Holden Housing Authority | \$ | 5% | \$ |
| Leominster Development Corp. | \$ | 5% | \$ |
| Estimated Total for Six Entities | \$ | | |

- A. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.
- B. The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity.
- C. Pursuant to MGL c.62(C) Sec. 49(a), the individual signing this CERTIFICATION on behalf of the Company, hereby certifies, under the penalties of perjury, that to the best of his/her knowledge and belief the Company has complied with any and all applicable state tax laws.

This Bid Includes Addenda # (if issued) _____

Prompt Pay Discount Offer _____ % _____ Days Net 30

Company _____

Name _____

Street Address _____

Mailing Address _____

City, State, Zip Code _____

Telephone Number _____ E-Mail Address _____

Signature: _____ Date: _____

Title: _____

QUALIFICATIONS AND REFERENCES FORM

1) CONTRACT QUALIFICATION DATA

- a) How many years has your firm been in business under its present business name and business organization structure? _____ years
- b) How many years has your firm been regularly and actively engaged in the solid waste hauling business, performing the type of work described in the Scope of Work" _____ years

2) REFERENCES

List all current and previous contracts (similar in size and scope to this project) from the past year (1). For more space, copy this page (or attach your own list to provide information below).

| Name of Owner / Firm / Entity | Phone and Email | Project / Work Begin Date |
|-------------------------------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

I certify this information contained herein is complete and accurate.

Printed Name: _____ Signature: _____

THIS FORM MUST BE SUBMITTED WITH BID

MODEL OWNER-CONTRACTOR AGREEMENT

(This is a sample for your reference only. There is no need to submit a signed copy of this contract with bid submission). The selected contractor will sign a contract once the contract is awarded)

THIS AGREEMENT, made this day of, in the year Two Thousand eighteen (2018), by and between, hereinafter called the "Contractor", and the Housing Authority, a public body, politic and corporate, organized and existing under the Housing Authority Law of the Commonwealth of Massachusetts, hereinafter called the "Authority",

WITNESSTH, that the Contractor and the Authority for the consideration stated herein agree as follows:

Article 1. Statement of Work.

The Contractor shall furnish all labor, services and insurance, and perform and complete all work required by and in strict accordance with the specifications for. Said Specifications and proposal form are incorporated herein by reference and are made a part hereof.

Article 2. Contract Consideration.

The Authority shall pay the Contractor for the performance of the contract _____

Article 3. Contract Term.

Article 4. Contract Documents. The Contract shall consist of the following component parts

- A. This Instrument
- B. IFB Specifications
- C. Quote Form Received from Contractor

This instrument, together with other documents enumerated in this Article 4, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in

this Article 4 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

IN WITNESS, WHEREOF, the parties hereto have caused this Instrument to be executed in one original counterpart as of the day and year first above written.

Attest:

(Contractor)

By _____

Title _____

Business Address:

(Street)

(City) (State) (Zip Code)

HOUSING AUTHORITY

By:

Title:

Business Address:

THIS IS A SAMPLE CONTRACT ONLY

CERTIFICATE OF CORPORATE VOTE OF AUTHORIZATION

CERTIFICATE OF CORPORATE VOTE OF AUTHORIZATION

Date: _____ 20____

I hereby certify that a meeting of the Board of Directors of the:

NAME OF CORPORATION

duly called and held at _____ on the ____ day of _____ 20____

at which a quorum was present and acting, it was voted that _____

NAME OF CORPORATE OFFICER

of the _____, be and hereby is authorized to execute and deliver

NAME OF CORPORATION

for and on behalf of the Corporation, a Contract with _____ Housing Authority, for

work to be done at State-Aided Housing Development No. _____ in the City/Town of _____

And to act as principal to execute bonds in connection therewith, which Contract and Bonds were presented to and made part of the records of said meeting.

I further certify that _____ is duly qualified and acting

NAME OF CORPORATE OFFICER

_____ of the Corporation and that said vote has not been repealed,

TITLE

rescinded or amended.

A true copy of the record,

ATTEST: _____

(CORPORATE SEAL)

On this ____ day of _____ 20____, before me, the undersigned Notary Public, personally appeared _____, duly designated by the board of directors and proved to me, through satisfactory evidence of identification, which was _____, that s/he is the person whose name is signed on the foregoing documents, and acknowledged to me that s/he signed it voluntarily for its stated purpose and that it was her/his free act and deed.

Notary Public

My Commission Expires:

DHCD 11/07/2016

CERTIFICATE of CORPORATE VOTE of AUTHORIZATION
1 of 1

00.53.00

MA PREVAILING WAGE SCHEDULE

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(REFER TO NEXT PAGE)



MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

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

Prevailing Wage Rates

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

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: Leominster Housing Authority

Contract Number: **City/Town:** WORCESTER

Description of Work: Trash and Recycling hauling (must include curbside pickup) includes Sterling Housing Authority, Lunenburg Housing Authority, and West Boylston Housing Authority (Worcester County)

Job Location: Various

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

| Classification | Effective Date | Base Wage | Health | Pension | Supplemental Unemployment | Total Rate |
|----------------------|----------------|-----------|---------|---------|------------------------------|------------|
| Trash/Recycle | | | | | | |
| Driver | 07/01/2024 | \$33.00 | \$10.14 | \$0.00 | \$0.00 | \$43.14 |
| {WORCESTER} | 07/01/2025 | \$33.99 | \$10.14 | \$0.00 | \$0.00 | \$44.13 |
| | 07/01/2026 | \$34.92 | \$10.14 | \$0.00 | \$0.00 | \$45.06 |
| | 07/01/2027 | \$35.97 | \$10.14 | \$0.00 | \$0.00 | \$46.11 |
| Laborer | 07/01/2024 | \$21.09 | \$10.14 | \$0.00 | \$0.00 | \$31.23 |
| {WORCESTER} | 07/01/2025 | \$21.82 | \$10.14 | \$0.00 | \$0.00 | \$31.96 |
| | 07/01/2026 | \$22.44 | \$10.14 | \$0.00 | \$0.00 | \$32.58 |
| | 07/01/2027 | \$23.21 | \$10.14 | \$0.00 | \$0.00 | \$33.35 |

Additional Apprentice Information:

All apprentices must be registered with the Division of Apprenticeship Training (DAS) in accordance with M.G.L. c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L. c. 149, §§ 26-27D. Apprentice ratios are established by DAS pursuant to M.G.L. c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements (CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate. Parties having questions regarding what ratio to use should contact DAS.