

SOLICITATION FOR:
**AS NEEDED PICKUP, TRANSPORTATION AND DISPOSAL OF CATCH
BASIN CLEANINGS AND STREET SWEEPINGS**

IFB 22-01



CITY OF WOBURN, MASSACHUSETTS

RELEASED:
September 1, 2021

DUE BY:
September 15, 2021 @ 11:00 AM EST

DELIVER TO:
City of Woburn
Purchasing Department
Attn: Orazio DeLuca
Chief Procurement Officer
10 Common St.
Woburn, MA 01801

SECTION 1.0 INSTRUCTIONS TO OFFEROR

1.1 General

- When submitting bid, please identify the solicitation title and number clearly on the submitted envelope. All responses must be sealed and delivered to: Purchasing Department, City of Woburn, 10 Common St. Woburn, MA 01801
- Bid submitted must be an original
- The completion of the following forms is necessary for consideration of a potential contract award. When submitting bid documents, please retain the order of documents as originally provided:
 - a. 5% Bid Bond
 - b. Signed Terms, Conditions and Certifications
 - c. Completed and signed Bid Pricing Page
 - d. Signed Certificate of Authority
 - e. Completed Appendix A - Past Performance / References
 - f. Evidence of DEP approved dumpsites for both street sweepings and catch basin cleanings

NOTE: If Vendor is incorporated, an updated "CERTIFICATE OF GOOD STANDING" from the Commonwealth of Massachusetts may be required for the awarded vendor only.

- Please review and return with your sealed bids as sent. Also, insure that all forms are completed and your bid response is submitted as requested.

1.2 General Information & Submission Instructions

1.2.1 Bid Delivery

Responses must be delivered by **September 15, 2021 at 11:00AM EST** to City of Woburn, Purchasing Department, Attn: Orazio DeLuca, 10 Common St. Woburn, MA 01801. One (1) copy of the response should be submitted. Responses must be sealed and marked with the solicitation tile and number. All bids must include a bulleted items listed in Section 1.1.

1.2.2 Bid Signature

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

1.2.3 Time for Bid Acceptance

The contract will be awarded within 30 days after the bid opening. The time for award may be extended for up to 30 additional days by mutual agreement between the City of Woburn and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

1.2.4 Bonding Requirements

- 5% Bid Bond included with bid response
- 50% Payment Bond (Required for Awarded Contractor Only) provided within 10 business days of award notice. Labor and Materials Bond from a surety company qualified to do business under the Laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount stated.

1.2.5 Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. Addenda will be emailed or faxed to all bidders on record as having picked up the solicitation. No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the Purchasing Department. **It is also the responsibility of the vendor to monitor the City's website for addenda. The web address is: www.cityofwoburn.com/departments/purchasing/bids**

1.2.6 Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

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

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

1.2.7 Right to Cancel/Reject Bids

The City of Woburn may cancel this solicitation, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interests of the City.

1.2.8 Bid Prices to Remain Firm

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

1.2.9 Unbalanced Bids

The City reserves the right to reject unbalanced, front-loaded and conditional bids.

1.2.10 Unforeseen Office Closure

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

1.2.11 Price Submission

All prices must contain the unit rate as requested on the bid price form in this solicitation. All prices are to include delivery, the cost of fuel, the cost of labor and all other charges related to the products or services listed. Prices are to remain fixed for the contract period of performance.

1.2.12 Estimated Quantities

The City of Woburn has provided estimated quantities for services over the course of the contract period. These estimates are estimates only and not guaranteed.

1.2.13 Brand Name “or Equal”

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

1.2.14 Warranty

The Offeror warrants that (1) the Supplies sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City. The bidder guarantees that upon inspection, any defective or inferior Supplies shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior Supplies. The bidder guarantees all Supplies for a period of one (1) year, or as otherwise specified herein.

1.2.15 Cancellation

The City reserves the right to cancel this contract at any time on any grounds, including the vendor’s failure to comply with the Scope of Work (SOW) provided herein.

1.3 Questions About the Solicitation

Questions concerning this solicitation must be submitted in writing to: Orazio DeLuca, City of Woburn, Purchasing Department, 10 Common St. Woburn, MA 01801 **before 4:30PM on September 8, 2021** Questions may be delivered, mailed, faxed to 781-897-5954, or e-mailed to odeluca@cityofwoburn.com . Written responses will be mailed or faxed to all bidders on record as having picked up the IFB. If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that bidder/proposer will be disqualified immediately.

1.4 Pre-bid Site Visit

Not applicable to this solicitation

1.5 Rule for Award

Per M.G.L. c. 30 §39M, the contract (s) will be awarded to the responsible and eligible bidder(s) offering the lowest fully burdened rate for base year contract line item numbers (CLIN) 001 and 002. This may result in a multi award scenario.

SECTION 2.0 GENERAL TERMS, CONDITIONS, CERTIFICATIONS

2.1 Bid Offers

The right is reserved to reject any and all bids or parts of bids and to make an award as may be determined to be in the best interests of the City of Woburn. Bids not submitted in duplicate may be rejected. Bids with erasures or alterations will be rejected.

2.2 Prices

Must be F.O.B. Delivered Destination-Woburn, MA. No charges will be allowed for packing, crating, freight, handling, or cartage unless specifically stated and included with bid.

2.3 Awards

to a bidder may be cancelled if the bidder shall fail to prosecute the work with promptness and diligence.

2.4. Payment

The City of Woburn shall make no payment for a supply or service rendered prior to execution of a written Contract. Bills for services, materials, or supplies furnished by bidders under Contract should be submitted before the first day of the in which payment is to be made to insure payment by twentieth day of that month, except where the allowance for a discount differs from the above. Contractor agrees to submit bills and delivery slips to the City Department in sufficient time for such discounts to be taken advantage of by the City and, in any event, shall not be less than ten (10) days from the submission to the Department of such bills and delivery slips. Time in connection with a discount offered will be computed from the date of delivery to the City, as specified on the order or from the date a correct invoice is received by the using agency of the City, if the latter date is later than the date of delivery.

2.5. Guarantees

The successful bidder shall repair, replace, or make good, without cost to the City, any defects or faults arising within one (1) year after the date of acceptance of articles furnished hereunder resulting from imperfect or defective work done or materials furnished by the Seller.

2.6 Patents

The Seller shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment, or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment, or apparatus, or any part thereof, in any such suit is held to constitute an infringement, the Seller within a reasonable time, will, at its expense and as the City may elect, replace such material, equipment, or apparatus, or remove the material, equipment, or apparatus and refund the sums paid.

2.7 Legality

The successful bidder shall comply with all applicable United States, Massachusetts, and/or City of Woburn codes, statutes, ordinances, rules, and regulations.

2.8 Taxes

Purchases made by the City are exempt from Massachusetts Sales Tax and Federal Excise Taxes. Bid prices must exclude any such taxes. Exemption certificates will be furnished upon request.

2.9 Bonds

If this Invitation requires bid surety, the surety shall be in the form of bid bond of a MA Licensed Company, certified check, bank check, money order from a responsible bank, made payable to City of Woburn and must be filed with the original bid at the Office of the Purchasing Agent. Failure to submit surety will cause the bid to be rejected. The bid surety will be returned to the successful bidder within seven (7) days after the execution of the awarded contract and approval by the City of the performance bond. In the case of a default, the bid surety shall be forfeited to the City of Woburn. The successful bidder may be required to furnish a performance bond in an amount and with a MA licensed Surety satisfactory to the City. The Contractor will assume all costs for bonds.

2.10 Orders

Verbal Orders are not binding on the City of Woburn, and any delivery made or work performed without written order or written Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim. The actual needs of City Departments shall govern the actual amount delivered under Contract to be drawn and entered into between the successful bidder and the City. Purchase Orders issued by the City to pay for goods or services shall be made part of Contract.

2.11 Indemnity

Contractor shall agree to Indemnify, Defend, and Hold the City Harmless from any and all claims arising out of the performance of this contract from the negligence, willful acts or omissions of the contractor, its employees, agents, or any sub-contractors.

2.12. Equality Where trade names or specific manufacturers are mentioned in the specifications, the City does not intend to limit competition, but merely to indicate the general type of commodity to be supplied. The City invites offers on comparable commodities to those named or described in the specification. Naming of any commercial name, trademark or other identifier shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if:(a)it is at least equal in quality, durability, appearance, strength, and design;(b)it will perform at least equally the function imposed by the general design for the purpose being contracted for or the material being purchased; and(c)it conforms in a substantial way, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials, other than the one named, shall be submitted to the City in writing for approval, prior to the purchase, use, or fabrication of such items. Subject to the

provisions of M.G.L., Ch.30,s.39J, or other applicable statute, approval shall be at the sole discretion of the City, it shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the vendor's expense. All directions, specifications, and advice by the manufacturer for the proper installation, handling, storage, adjustment, or operation of their equipment shall be complied with and the responsibility for the proper performance shall continue to rest with the vendor. Include a written brochure outlining all features of the product offered whenever possible.

2.13 Minority Business Enterprise Plan

Pursuant to M.G.L. c 7, §40N and M.G.L. c. 7, §61, the Supplier Diversity Office ("SDO") (formerly SOMWBA) and the Division of Capital Asset Management ("DCAM") have set revised participation goals for Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") participation for affected state funded building projects and state assisted municipal building projects as defined in the above referenced laws and related Executive Orders, including Executive Orders 524 and 526.

Effective January 1, 2012, and until such time as the goals may be revised, the MBE and WBE participation goals for building construction and design awards and expenditures on new projects advertised on or after the effective date will be a combined MBE/WBE goal as follows:

10.4% combined MBE/WBE participation on construction contract awards; and, 17.9% combined MBE/WBE participation on design contract awards.

Overall annual designations by awarding authorities, as well as MBE/WBE participation on individual projects with a combined MBE/WBE participation goal, must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal. Proposed MBE/WBE participation plans that include solely MBE or solely WBE participation, or do not include a reasonable amount of participation by both MBE and WBE firms to meet the combined goal, will not be considered responsive. Where the prime contractor or designer is an SDO certified MBE or WBE, the prime must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime contractor or designer on the project. Proposed participation on construction projects or design projects which consists solely of either an MBE or WBE representing 100% of the overall combined goal will not be considered reasonable participation.

The SDO and DCAM will determine whether there is reasonable participation by both MBE and WBE firms on individual projects under their respective oversight. Firms submitting MBE/WBE participation plans which do not provide reasonable participation by both MBE/WBE firms shall be provided an opportunity to revise and resubmit their plans within the time frame set by the awarding authority; however no price adjustments shall be permitted as a result of the revised plan. Firms failing to submit an MBE/WBE participation plan deemed reasonable and accepted by the awarding authority shall not be awarded the contract.

Participation by MBE and WBE firms must be documented, tracked and reported on separately as MBE participation and WBE participation by prime vendors, subcontractors and awarding authorities.

2.14 Right to Know Legislation

M.G.L., Ch.111F and 454 CMR 21.06 All vendors furnishing substances or mixtures which may be classified as toxic or hazardous, pursuant to MGL,Ch.111F , are cautioned to obtain and read the Law and the Regulations referred to above. Copies may be obtained from the State House Bookstore, State House, Room 117, Boston, MA 02133 for a fee.

2.15 Non-Collusion Affidavit

M.G.L., Ch.30, s.39M and/or Ch.30B, s. 10 Any person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing on the bid or proposal, as follows: the undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

2.16 State Taxes Paid

Pursuant to M.G. L. Ch.62C, s.49A, the undersigned certifies that, to the best of their knowledge and belief, they have complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

2.17 Bid Offers

Bid offers will be reviewed and awards made as soon as is possible. Awards will be made within 30 business days from Bid Opening. Offers must be signed to be valid.

2.18 Unit Price

The case of arithmetical error in any offer involving extension of prices quoted herein, the unit price will govern the final price of quantities offered.

2.19 Insurance

Contractor shall purchase and maintain coverage for Workers’ Compensation, Comprehensive General Liability, including products, completed operations, and contractual liability; Automobile Liability to protect their employees and others from bodily injury and damages to property which may arise out of or result from the Contractor’s operations under this agreement, whether such operations be the Contractor’s, any subcontractor, or anyone directly or indirectly employed by any of them. This insurance shall be in limits specified by Law, or as specified in the specifications. In no case shall the limits be less than \$ 1,000,000 in Bodily Injury and in Property Damages. A certificate of insurance naming the City of Woburn as Additional Named Insured shall be filed with the City prior to the commencement of any contract’s operations. All policies and certificates shall contain an endorsement requiring at least thirty (30) days written notice, non-

renewal or cancellation of coverage to City of Woburn. Compliance by the Contractor with the insurance requirements shall not relieve the Contractor from liability under the full indemnity provisions contained herein (see 11).

2.20 Independent Contractor

The contractor is neither an agent nor an employee of the City of Woburn and is not authorized to act in behalf of the City of Woburn.

2.21 Complete Agreement

The written contract supersedes all prior agreements or understandings between the parties and shall not be changed unless mutually agreed by both parties in writing.

2.22 Assignment / Sub-Contracting

The Contractor shall not assign any interest in a contract nor engage any other entity, company, subcontractor or individual to perform any obligation to the City without prior written consent of the City of Woburn.

2.23 Conflict of Interest

The bidder certifies that no official or employee of the City of Woburn has a financial interest in this offer or in the contract which the bidder offers to execute or in the expected profit to arise there from, unless there has been compliance with the provisions of M.G.L.,Ch.43, s.27 (Interest in Public Contracts by Public Employees) and of provisions of M.G.L.,Ch.268A,s.20 (Conflict of Interest Law) and that this offer is made in good faith without fraud or collusion or connection with any other person submitting an offer to the City of Woburn.

2.24 Termination

The City of Woburn shall have the Right to terminate this Agreement, if:(A) the Contractor neglects or fails to perform or observe any of its obligations hereunder and cure is not effected by the Contractor within Fifteen (15) Days next following its receipt of a termination notice issued by the City of Woburn, or,(B)a judgment or decree is entered against the Contractor approving a petition for arrangement, liquidation, dissolution or similar relief relating to any bankruptcy or insolvency and such judgment or decree remains unvacated for Thirty (30) Days; or Immediately, if Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief of debtors, or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of Contractor's property; or (C) funds are not appropriated or otherwise made available to support continuation of performance in any Fiscal Year succeeding the first year of this Agreement. City of Woburn shall pay all reasonable and supportable costs incurred prior to termination which payment shall not exceed the value of any services provided. NOTICE: The City of Woburn may terminate this Contract or any Purchase Order issued hereunder without cause at anytime, effective upon the termination date stated in the notice of termination. The Contractor shall cease performance upon the stated termination date. If the Contract or any Purchase Order is terminated under this subsection, the Contractor shall be

entitled to be paid for supplies and/or services delivered and accepted prior to the notice of termination. In no event shall the Contractor be entitled to be paid for any supplies or services delivered after the effective date of termination.

2.25 Return of property

Upon termination, the Contractor shall immediately return to the City of Woburn, without limitation, all documents ,plans, drawings, tools, equipment, and items of any nature whatsoever supplied to the Contractor by the City, or items developed by the Contractor in accordance with the terms of a Contract with the City of Woburn.

2.26 Interpretations of Specifications

Any prospective bidder that requests an interpretation of existing specifications' terms or conditions must do so within five (5) working days before the scheduled bid opening or defined question due date located with the instructions to bidder. All requests shall be in writing to the Purchasing Agent.

2.27 Information

The submission of a bid offer authorizes the City to contact any and all parties referenced by the bidder in regard to financial and operational information. The City shall have the right to request verification of any information or qualifications submitted as part of any offer to the City.

2.28 Price Reduction

It is understood and agreed that should any price reductions occur between the opening of the bid offers and the completion of the delivery of goods or services that the benefit of all such reductions will be extended to City.

2.29 Governing Law

The offer and any Contract which may ensue shall be governed by the Laws of the Commonwealth of Massachusetts.

2.30. Enforceability

In the event that any provision of this offer or Contract is found to be legally unenforceable, such legal unenforceability shall not prevent enforcement of any other provisions of a Contract.

2.31 Samples

Any qualified bidder may be required to submit samples of the goods offered at the request of the Purchasing Agent. Evaluation for acceptability will be a determining factor in the selection process.

2.32 Discrimination

It is understood and agreed that it shall be a material breach of Contract resulting from this bid offer for the Contractor to engage in any practice which shall violate any provision of M.G.L., Ch.151B, relative to discrimination in hiring, discharge, or, terms or conditions of employment.

CERTIFICATIONS

Statements below shall be submitted with each Bid or Proposal and shall be duly dated and signed with an **original signature** and all other information, or, the Bid or Proposal will be **rejected**.

In witness whereof, the undersigned certifies, under the pains and penalties of perjury that:

1.STATE TAXES PAID: Pursuant to M.G.L. Chapter 62C, s. 49A, the undersigned certifies that, to the best of my knowledge and belief, have complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

2.CERTIFICATE OF NON-COLLUSION: M.G.L. C. 30, s. 39M and/or C. 30B, s.10 : Any person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the bid or proposal, as follows: The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

3.PUBLIC CONTRACTS - DEBARMENT: M.G.L. C. 550, Acts of 1991: The undersigned certifies that the said "person" is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of C. 29, s. 29F, or any other applicable debarment provision of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder. Additionally, the undersigned is not presently debarred by any Agency of the Federal Government.

4. HEALTH & SAFETY ON PUBLIC CONSTRUCTION PROJECTS OVER \$ 10,000.00: Chapter 306 of the Acts of 2004: The undersigned certifies that the firm is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;(2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the U.S. OSHA that is at least 10 hours in duration at the time that 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(3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the U.S. OSHA that is at least 10 hours in duration.

5. COMPLIANCE : The undersigned is in compliance with all of the provisions, and shall remain in full compliance with the provisions for the life of any Contract resulting from this solicitation. That the bidder is qualified to perform any such Contract and possesses, or shall obtain, all requisite licenses and/or permits to complete performance; shall maintain all unemployment, workers' compensation, professional and personal liability insurance policies

sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and employment laws. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills in MA as required by Law.

Print Name _____

Circle: Corporation / Partnership / Individual

Authorized Signature _____

Print Name _____

Title of Person Signing Bid or Proposal _____

Date _____

TIN # or Social Security # _____

State of Incorporation _____

Approval of a Contract, or other Agreement, will not be granted unless this form is signed and fully complete.

SECTION 3.0 INVOICING REQUIREMENTS

3.1 General

Each invoice may be mailed to the designated billing office at the following address upon completion of each task order.

**Woburn Department of Public Works
Attn: Terry Cochran
50 North Warren Street
Woburn, MA 01801
tcochran@cityofwoburn.com**

To ensure a proper invoice, the invoice must include the following information and/or attached documentation:

- 1) Name of the business concern, invoice number and invoice date;
- 2) Contract number, or authorization for delivery of property of performance of services; 3) Description, price, and quantity and services actually delivered or rendered (or SAR); 4) Shipping and payment terms;
- 5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
- 6) Other substantiating documentation or information as required by the contract.

Services Activity Report (SAR) shall be submitted to DPW project manager that includes: Dates of services, location, quantity and material type (catch basin or street sweeping). This information should mirror work and price submitted for payment on each invoice.

Per M.G.L. c. 149, §§26-27D, certified payrolls are to be submitted to the Purchasing Department upon submission of each invoice. Services rendered under this contract are subject to the prevailing wage law.

SECTION 4.0 STATEMENT OF WORK

4.1 Objective

The City of Woburn is issuing this Invitation for Bid (IFB) to secure as-needed pickup, transportation and disposal of catch basin cleanings and street sweepings from a qualified contractor(s).

4.2 Scope

The City of Woburn maintains two (2) piles of each type of material at different locations. The quantity of each varies each year depending on ongoing projects, weather, number of clean outs, and street sweeping schedule. It is estimated that the yearly average total amount of material disposed is 3,000 tons. The City of Woburn therefore requires as-needed pickup, transportation and disposal of catch basin cleanings and street sweepings.

The contract type shall be Indefinite Delivery/Indefinite Quantity (IDIQ) based with a not-to-exceed dollar ceiling threshold of \$60,000.00. The contractor shall submit fully burdened per ton rates for each category of material. The Contractor shall provide all personnel, equipment, tools, materials, supervision, and all other items to perform tasks defined in Section 4.3. The City shall provide sufficient equipment and manpower to load material into trailers.

4.3 Description of Work

The work to be done under this contract shall consist of pickup, transportation and disposal of catch basin cleanings and street sweepings. The price for all services shall be in accordance with the per ton rate proposed for this contract. The fully burdened rates include direct costs, indirect costs, G&A and profit. There shall be no fuel surcharges or administrative fees will be allowed under this contract.

4.3.1 Locations of Materials

There are two (2) locations of material stockpile. Catch basin cleanings are located on Rifle Range Road, Woburn MA 01801. Street sweepings are located at the Department of Public Works (DPW), 50 North Warren Street, Woburn MA 01801. Materials shall be stockpiled and have had an opportunity to drain so as not to be saturated with water.

4.3.2 Pickup Requirements

The contractor shall respond to the DPW either verbally or in writing within 24 hours of request to coordinate pickup. Contractor shall be onsite within five (5) working / business days of request.

4.3.3 Transportation Requirements

The contractor shall provide thirty (30) cubic yard trailers for the transportation of the material to the disposal site. Other size trailers will be considered and approved in writing only by the project manager / DPW highway manager. All trucks and equipment shall be in compliance with all applicable federal, state, and local rules and regulations. Operators assigned by the Contractor must be familiar with the safe and efficient

operation of each piece of equipment and shall be experienced in the use of the specific piece of equipment required to complete the work assigned. All vehicles and equipment used by the Contractor must be clearly identified with the name of the company, and phone number of local office on each side of the equipment. All equipment must be equipped in accordance with State laws.

4.3.4 Disposal Requirements

Disposal of the materials shall be in accordance with the Massachusetts Department of Environmental Protection (DEP) regulations and policies, specifically Policy #BWP-94-092: Reuse & Disposal of Street Sweepings shown in Appendix B. Upon submission of bid, contractor must provide verification of the DEP approved location(s). During contract performance, the responsibility for the proper handling and disposal of this material shall be solely the contractor's, and will be verified by the project manager / DPW highway manager through itemized weigh tickets. Landfills may require testing and analysis of the debris prior to acceptance. The contractor shall include the cost of testing and analysis as part of their fully burdened per ton rate.

4.4 Period of Performance

The contract period shall be for a period of one (1) base year with two (2) one (1) year option years.

4.8 Place of Performance

All services, pickup and other required support shall be conducted at sites defined in Section 4.3.1.

4.9 Hours of Operation

The awarded Contractor shall schedule pickups for standard maintenance to coincide with the working hours of the DPW. The normal working hours are 7:00 a.m. and 4:00 p.m. Monday – Friday. A firm date and time will on days that are mutually agreeable by both the contractor and City's Highway Department.

4.10 Contractor Conduct

The Contractor's employees shall comply with all City regulations, policies and procedures. The vendor shall ensure that their employees present professional work attire at all times. The project manager may at his/her sole discretion, remove any vendor employee from City facilities for misconduct or safety reasons. Such rule does not relieve the vendor of their responsibility to provide sufficient and timely service. The City will provide the vendor with immediate written rationale notice for removal of employee through the City Solicitor's office.

**SECTION 5.0
PRICING**

The work to be done under this contract shall consist of pickup, transportation and disposal of catch basin cleanings and street sweepings. The price for all services shall be in accordance with the per ton rate proposed for this contract. The fully burdened rates include direct costs, indirect costs, G&A and profit. There shall be no fuel surcharges or administrative fees will be allowed under this contract.

The contractor proposes to furnish and deliver the services specified at the following per ton rates.

NAME OF COMPANY / INDIVIDUAL: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE/FAX/EMAIL: _____

SIGNATURE OF AUTHORIZED INDIVIDUAL:

X _____

ACKNOWLEDGEMENT OF ADDENDUMS:

Addendum #1 _____ **#2** _____ **#3** _____ **#4** _____

CLIN	Description	Qty	Unit	Unit Price	Total Amount
001	BASE YEAR (September 20, 2021 – September 19, 2022) Pick up, transportation and disposal of Street Sweepings	1	Ton		
002	Pick up, transportation and disposal of Catch Basin Cleanings	1	Ton		

CLIN	Description	Qty	Unit	Unit Price	Total Amount
	OPTION YEAR 1 (September 20, 2022 – September 19, 2023)				
201	Pick up, transportation and disposal of Street Sweepings	1	Ton		
202	Pick up, transportation and disposal of Catch Basin Cleanings	1	Ton		

CLIN	Description	Qty	Unit	Unit Price	Total Amount
	OPTION YEAR 2 (September 20, 2023 – September 19, 2024)				
301	Pick up, transportation and disposal of Street Sweepings	1	Ton		
302	Pick up, transportation and disposal of Catch Basin Cleanings	1	Ton		

SECTION 6.0
FORMS

CERTIFICATE OF GOOD STANDING

TO: Contractor

FROM: Purchasing Department

RE: CERTIFICATE OF GOOD STANDING

The Contractor must comply with our request for a CURRENT “Certificate of Good Standing”.

If you require information on how to obtain the “Certificate of Good Standing” or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State’s Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17th Floor, Boston, MA 02133 or you may access their web site at:

www.sec.state.ma.us/corp/certificates/certificate_request.asp

If your company is incorporated outside of Massachusetts and therefore is a “foreign corporation”, but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Woburn cannot execute your contract.

IMPORTANT NOTICE

Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary’s Office at the address above. Also, at this time, the Secretary of State’s Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,

Purchasing Agent

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
 - I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

INSURANCE SPECIFICATIONS
INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million
Property Damage Liability.....\$ One Million

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT
PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN
THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory
EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ Statutory

1. A contract will not be executed unless a certificate (s) of insurance evidencing above described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:
"CITY OF WOBURN" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

Certificate Should Be Made Out To:
City Of Woburn
Purchasing Department
10 Common St.
Woburn, MA 01801

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

ADD "X" HERETO CERTIFY THAT THE CITY OF WOBURN IS AN ADDITIONAL INSURED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF PROJECT, SOLICITATION NUMBER AND THAT THE CITY OF WOBURN IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF WOBURN
PURCHASING DEPARTMENT
10 COMMON ST
WOBURN, MA 01801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF AUTHORITY

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

held on _____ it was VOTED that:
(Date)

(Name)

(Officer)

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 hereto; 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
(Officer)

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) (Office)

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 contract.

(Clerk)

CORPORATE SEAL:

**APPENDIX A
PAST PERFORMANCE / REFERENCE SHEET**

The City requires that the Contractor demonstrate experience providing similar services in **size, scope and completely** for a minimum of three (3) projects. Three (3) references shall be provided for past performance.

Please use the below format for all references submitted and provide as much detail as possible in the Summary section.

Past Performance / Reference Title:	
Period of Performance	
Contract \$ Value	
Technical & Contractual POC Names & Titles	
Telephone numbers	
Email addresses	
Detailed summary of services provided	

APPENDIX B
DEP REQUIREMENTS

POLICY STATEMENT AND SCOPE

This Policy explains Department of Environmental Protection (Mass DEP) requirements for managing street sweepings. Street sweepings are solid waste subject to the Massachusetts solid waste regulations. The options for managing street sweepings are as follows.

1. Use the street sweepings in accordance with the preapproved uses described in Section 4 of this policy.
2. Use the street sweepings for a beneficial use after obtaining prior approval from Mass DEP under the provisions of the solid waste regulations, 310 CMR 19.060, Beneficial Use of Solid Wastes.
3. Dispose of street sweepings at a permitted solid waste landfill.

The provisions and requirements for managing street sweepings under these options are the subject of this policy.

2. APPLICABILITY

This policy applies to the reuse or disposal of street sweepings that are generated in the ordinary and customary maintenance of roadways. The policy does not apply to catch basin cleanings or street sweepings mixed with catch basin cleanings or other wastes. The policy does not apply to the material generated as the result of the cleanup of an oil or hazardous material spill.

Street sweepings are not exempt from the Hazardous Waste Regulations, 310 CMR 30.000, and must be handled as hazardous waste when they exhibit any of the characteristics of a hazardous waste. If there is no evidence of unusual contamination, Mass DEP does not require street sweepings to be routinely tested, but, as is the case with any waste, the generator has the ultimate responsibility for determining whether the waste is a hazardous waste.

3. DEFINITIONS

Department or means the Massachusetts Department of Environmental Protection (Mass DEP).

Public Way means the strip of land over and under a publicly owned, paved road or highway and includes the publicly owned land adjacent to the road or highway.

Street Sweepings means materials consisting primarily of sand and soil generated during the routine cleaning of roadways but may also contain some leaves and other miscellaneous solid wastes collected during street sweeping. Street sweepings do not mean the material generated during the cleanup of a spill or material from other structures associated with a roadway such as catch basins.

Urban center roads means local roads in central commercial and retail business districts and industrial and manufacturing areas.

4. PRE-APPROVED USES, RESTRICTIONS, AND CONDITIONS

This policy allows street sweepings to be used in several applications. No approval from Mass DEP is required when the restrictions and conditions identified in this policy are adhered to. However,

sweepings shall not be used unless prior approval is obtained from the owner of the location where the sweepings are to be used.

4.1. USE AT LANDFILLS

Street sweepings may be used for daily cover at lined or unlined permitted solid waste landfills and need no prior Mass DEP approval if the sweepings satisfy the requirements for daily cover material specified at 310 CMR 19.130(15).

4.2. USE AS FILL IN PUBLIC WAYS

Street sweepings shall be used for fill in public ways without prior approval from Mass DEP only when the following restrictions and conditions are observed:

The sweepings have not been collected from Urban Center Roads (see definition);

The sweepings are used under the road surface or as fill along the side of the road within the public way;

The sweepings are not used in residential areas;

The sweepings are kept above the level of the groundwater;

The sweepings are not used in designated "No Salt Areas";

The following definitions have been taken verbatim from the solid waste regulations and are repeated here for clarity in understanding this policy.

The sweepings are not used within the 100 foot buffer zone of a wetland or within wetland resource areas including bordering vegetative wetlands and riverfront areas;

The sweepings are not used within 500 feet of a ground or surface drinking water supply.

4.3. USE AS AN ADDITIVE

Street sweepings shall be used as an additive to compost without prior approval from Mass DEP only when the following restrictions and conditions are observed:

The sweepings have not been collected from Urban Center Roads (see definition);

The compost is used only in public ways;

The compost is not used in residential areas;

The compost is kept above the level of the groundwater;

The compost is not used in designated "No Salt Areas";

The compost is not used within the 100 foot buffer zone of a wetland or within wetland resource areas including bordering vegetative wetlands and riverfront areas;

The compost is not used within 500 feet of a ground or surface drinking water supply.

5. OTHER USES

Any use not pre-approved in the preceding section requires prior Mass DEP approval under the Beneficial Use provisions of the *Solid Waste Management Facility Regulations* at 310 CMR 19.060. A "Beneficial Use Determination" or BUD can be made only after the submission of an application characterizing the waste and describing the proposed beneficial use.

6. DISPOSAL

While the beneficial use of street sweepings is strongly encouraged, Mass DEP does not prohibit the disposal of street sweepings. Street sweepings may be disposed in either lined or unlined permitted solid waste landfills without prior approval from the Department.

7. HANDLING

7.1. COLLECTION OF STREET SWEEPINGS

Although Mass DEP does not regulate the collection of street sweepings, collection practices should be compatible with intended uses. For example, sweepings from Urban Center Roads are not approved for the uses allowed for sweepings from other areas. Keeping sweepings from Urban Center Roads separate from sweepings from other areas will make the full benefits of this policy available.

This policy does not cover sweepings known to be contaminated by spills, and such sweepings should be collected separately and kept segregated. Depending on the contamination and circumstances, the handling of contaminated sweepings may be governed by the Massachusetts Contingency Plan, [310 CMR 40](#), the Massachusetts Hazardous Waste Regulations, 310 CMR 30, the Massachusetts Site Assignment Regulations for Solid Waste Facilities, 310 CMR 16 or the Massachusetts Solid Waste Management Facility Regulations, 310 CMR 19.

7.2. STORAGE

Street sweepings shall be temporarily stored prior to use, only when the following conditions are satisfied:

Storage must be at the site where the sweepings are generated (in the public way) or at a location, such as a DPW yard, that is under the control of the governmental entity which is doing the sweeping or has contracted for the sweeping;

The sweepings shall be protected from wind and rain to the extent necessary to prevent dust, erosion and off-site migration;

The sweepings shall not be stored within the 100 foot buffer zone of a wetland or within wetland resource areas including bordering vegetative wetlands and riverfront areas;

The sweepings shall not be stored within 500 feet of a ground or surface drinking water supply;

Storage shall incorporate good management practice and result in no public nuisance;

Storage must be temporary. Street sweepings shall be used within one year of collection unless the Mass DEP Regional Office in the region where the sweepings are stored grants a written extension. An extension may be granted when it is demonstrated that all storage conditions will continue to be satisfied and the stored sweepings will be put to a specific identified use prior to the expiration of the extension period.

7.3. PREPARATION PRIOR TO USE

Solid waste, such as paper, auto parts and other trash, shall be removed from the sweepings prior to use. Leaves, twigs and other organic matter should also be removed when good engineering practice indicates this is necessary to produce a material that is suitable for the intended use.

8. BACKGROUND

Mass DEP has consistently classified street sweepings as solid waste subject to Massachusetts General Law Chapter 111, Section 150A and the Massachusetts Solid Waste Regulations (*Site Assignment Regulations for Solid Waste Facilities*, 310 CMR 16.00 and *Solid Waste Management Facility Regulations*, 310 CMR 19.000). There has been confusion among some in the regulated community about this classification.

Prior to the development of this policy, the options for handling street sweepings were limited to:

1. Disposal at a permitted solid waste landfill,
2. Use as cover at a permitted solid waste landfill or
3. Use in accordance with a Beneficial Use Determination (BUD). BUD decisions are made on a case-by-case basis and require the submittal of a formal application to Mass DEP containing data showing the chemical composition of the street sweepings.

The simplest of these options was either to use the sweepings for landfill cover or to dispose of the sweepings at the local landfill. As many local landfills close, these options become less available to many communities. However, transporting sweepings to a distant landfill involves increased transportation costs and possibly payment of tipping fees.

To clarify the requirements and to provide simpler and less expensive alternatives for handling street sweepings, the Department undertook the development of this policy. Because useful studies of the chemical composition of street sweepings could not be found in the literature, Mass DEP solicited the help of municipalities and state agencies in conducting a study of the composition of street sweepings from various types of areas. The results showed that sweepings from all areas, except Urban Center Roads, were similar with the main constituents of concern being total petroleum hydrocarbons (TPH) and polynuclear aromatic hydrocarbons (PAHs). Very limited data from Urban Center Roads indicated that sweepings from these areas may be more contaminated than sweepings from other areas.

The test results indicate that sweepings may contain levels of contamination that are unsuitable for unrestricted use. However, except for sweepings from Urban Center Roads, the levels of

contamination were consistent and low enough to allow the use of sweepings in restricted applications without requiring testing or pre-approval as long as certain conditions were met. Sweepings from urban areas were excluded from some pre-approved uses. This situation could change when more data are available from Urban Center Roads.

This policy makes it possible for municipalities, state agencies and other governmental entities to handle street sweepings in an environmentally sound manner with a minimum of paperwork and expense.

9. ADDITIONAL INFORMATION

For additional copies of this policy, permit application forms or other Mass DEP documents, call any Mass DEP Regional Office and ask for the Service Center or visit <http://www.mass.gov/dep>. The permit application numbers for Beneficial Use Determinations are BWP SW 39, 40, 41 and 42. Full text of 310 CMR 19.000: Solid Waste Management Facility Regulations can be downloaded here: <http://www.mass.gov/eea/docs/dep/service/regulations/310cmr19.pdf>

Copies of all Massachusetts regulations, including the solid waste regulations, may be purchased from the State House Bookstore, 617-727-2834. The solid waste regulations are:

310 CMR 16.000, *Site Assignment Regulations for Solid Waste Facilities*

310 CMR 19.000, *Solid Waste Management Facility Regulations*

APPENDIX C
PREVAILING WAGE RATES

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at www.mass.gov/dols/pw and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly **and** within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

STATEMENT OF COMPLIANCE

_____, 20_____

I, _____,
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____



**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
KARLINE POLITO
LI GOVERNOR

ROSALIN ACOSTA
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: City of Woburn

Contract Number: AS NEEDED PICKUP, TRANSPORTATION AND DISPOSAL OF CATCH BASIN CLEANINGS AND
Description of Work: STREET SWEEPINGS

Job Location: Various

City/Town: WOBURN

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 bid 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
Rental of Equipment - East						
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	08/01/2021	\$37.05	\$13.41	\$0.00	\$0.00	\$50.46
	12/01/2021	\$37.05	\$13.41	\$0.00	\$0.00	\$50.46
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	08/01/2021	\$37.12	\$13.41	\$0.00	\$0.00	\$50.53
	12/01/2021	\$37.12	\$13.41	\$0.00	\$0.00	\$50.53
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	08/01/2021	\$37.24	\$13.41	\$0.00	\$0.00	\$50.65
	12/01/2021	\$37.24	\$13.41	\$0.00	\$0.00	\$50.65
ADJUSTABLE PILOT FILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$103.05	\$9.40	\$0.00	\$0.00	\$112.45
ASPHALT/CONCRETE/RUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	06/01/2021	\$50.73	\$13.75	\$0.00	\$0.00	\$64.48
	12/01/2021	\$51.88	\$13.75	\$0.00	\$0.00	\$65.63
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	06/01/2021	\$50.73	\$13.75	\$0.00	\$0.00	\$64.48
	12/01/2021	\$51.88	\$13.75	\$0.00	\$0.00	\$65.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4	06/01/2021	\$50.19	\$13.75	\$0.00	\$0.00	\$63.94
	12/01/2021	\$51.33	\$13.75	\$0.00	\$0.00	\$65.08
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CLAM SHELLS/LURRY BUCKETS/HEADING MACHINES OPERATING ENGINEERS LOCAL 4	06/01/2021	\$51.73	\$13.75	\$0.00	\$0.00	\$65.48
	12/01/2021	\$52.88	\$13.75	\$0.00	\$0.00	\$66.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2021	\$33.40	\$13.75	\$0.00	\$0.00	\$47.15
	12/01/2021	\$34.19	\$13.75	\$0.00	\$0.00	\$47.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER FILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$68.70	\$9.40	\$0.00	\$0.00	\$78.10
For apprentice rates see "Apprentice- FILE DRIVER"						
DIVER TENDER FILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$49.07	\$9.40	\$0.00	\$0.00	\$58.47
For apprentice rates see "Apprentice- FILE DRIVER"						
DIVER TENDER (EPI/LUENT) FILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$73.60	\$9.40	\$0.00	\$0.00	\$83.00
For apprentice rates see "Apprentice- FILE DRIVER"						
DIVERS/LURRY (EPI/LUENT) FILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$103.05	\$9.40	\$0.00	\$0.00	\$112.45
For apprentice rates see "Apprentice- FILE DRIVER"						
FORK LIFT/CHERRY PICKER OPERATING ENGINEERS LOCAL 4	06/01/2021	\$50.73	\$13.75	\$0.00	\$0.00	\$64.48
	12/01/2021	\$51.88	\$13.75	\$0.00	\$0.00	\$65.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	06/01/2021	\$33.40	\$13.75	\$0.00	\$0.00	\$47.15
	12/01/2021	\$34.19	\$13.75	\$0.00	\$0.00	\$47.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HOISTING ENGINEER/CRANES/GRADALLS OPERATING ENGINEERS LOCAL 4	06/01/2021	\$50.73	\$13.75	\$0.00	\$0.00	\$64.48
	12/01/2021	\$51.88	\$13.75	\$0.00	\$0.00	\$65.63

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2021

Table with columns: Step, Percent, Apprentice Base Wage, Health, Pension, Supplemental Unemployment, Total Rate. Rows 1-8.

Effective Date - 12/01/2021

Table with columns: Step, Percent, Apprentice Base Wage, Health, Pension, Supplemental Unemployment, Total Rate. Rows 1-8.

Notes:

Apprentice to Journeyworker Ratio:1:6

LABORER - ZONE 1

Table with columns: Effective Date, Base Wage, Health, Pension, Supplemental Unemployment, Total Rate. Rows for 06/01/2021, 12/01/2021, 06/01/2022, 12/01/2022, 06/01/2023, 12/01/2023.

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 1

Effective Date - 06/01/2021

Table with columns: Step, Percent, Apprentice Base Wage, Health, Pension, Supplemental Unemployment, Total Rate. Rows 1-4.

Effective Date - 12/01/2021

Table with columns: Step, Percent, Apprentice Base Wage, Health, Pension, Supplemental Unemployment, Total Rate. Rows 1-4.

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY) - ZONE 1 (HEAVY & HIGHWAY)

Table with columns: Effective Date, Base Wage, Health, Pension, Supplemental Unemployment, Total Rate. Rows for 06/01/2021, 12/01/2021.

OLLER (OTHER THAN TRUCK CRANES/GRADALLS) OPERATING ENGINEERS LOCAL 4

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	06/01/2021	\$28.26	\$13.75	\$0.00	\$0.00	\$42.01
	12/01/2021	\$28.94	\$13.75	\$0.00	\$0.00	\$42.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	06/01/2021	\$50.19	\$13.75	\$0.00	\$0.00	\$63.94
	12/01/2021	\$51.33	\$13.75	\$0.00	\$0.00	\$65.08
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	08/01/2021	\$36.88	\$13.41	\$0.00	\$0.00	\$50.29
	12/01/2021	\$36.88	\$13.41	\$0.00	\$0.00	\$50.29
POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4	06/01/2021	\$50.73	\$13.75	\$0.00	\$0.00	\$64.48
	12/01/2021	\$51.88	\$13.75	\$0.00	\$0.00	\$65.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 4	06/01/2021	\$50.73	\$13.75	\$0.00	\$0.00	\$64.48
	12/01/2021	\$51.88	\$13.75	\$0.00	\$0.00	\$65.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 4	06/01/2021	\$33.40	\$13.75	\$0.00	\$0.00	\$47.15
	12/01/2021	\$34.19	\$13.75	\$0.00	\$0.00	\$47.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	06/01/2021	\$50.19	\$13.75	\$0.00	\$0.00	\$63.94
	12/01/2021	\$51.33	\$13.75	\$0.00	\$0.00	\$65.08
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	08/01/2021	\$37.34	\$13.41	\$0.00	\$0.00	\$50.75
	12/01/2021	\$37.34	\$13.41	\$0.00	\$0.00	\$50.75
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	08/01/2021	\$37.63	\$13.41	\$0.00	\$0.00	\$51.04
	12/01/2021	\$37.63	\$13.41	\$0.00	\$0.00	\$51.04
TRACTORS/PORABLE STEAM GENERATORS OPERATING ENGINEERS LOCAL 4	06/01/2021	\$50.19	\$13.75	\$0.00	\$0.00	\$63.94
	12/01/2021	\$51.33	\$13.75	\$0.00	\$0.00	\$65.08
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	08/01/2021	\$37.92	\$13.41	\$0.00	\$0.00	\$51.33
	12/01/2021	\$37.92	\$13.41	\$0.00	\$0.00	\$51.33
VAC-HAUL/CATCH BASIN CLEANING TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	08/01/2021	\$37.34	\$13.41	\$0.00	\$0.00	\$50.75
	12/01/2021	\$37.34	\$13.41	\$0.00	\$0.00	\$50.75

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 rates 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)

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

** Multiple rates are listed in the comment field.

*** APP to JM: 1:1, 2:2, 3:3, 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.