

PURCHASING DIVISION
CITY OF WORCESTER
MASSACHUSETTS 01608-1895
ROOM 201 - CITY HALL, 455 MAIN ST.
PHONE (508) 799-1220

SEALED BID INVITATION
(Supplies, Material, Equipment, Services)

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

SEALED BID NO. CR-8153-W4
DATE: February 9, 2024
CITY OF WORCESTER Christopher J. Gagliastro, MCPPO Purchasing Agent
BUYER: Christopher Gagliastro

NOTICE TO BIDDERS
TERMS AND CONDITIONS

All bids are subject to the terms and conditions and specificity herein set forth except where specifically deleted by the City of Worcester in Section No. 6 below.

COMPLETE ORIGINAL COPY (including ALL pages) OF THIS BID MUST BE SUBMITTED IN A SEALED ENVELOPE:

DATE: March 6, 2024 TIME: 10:00 A.M. LOCAL TIME

PLACE: Purchasing Division, Room 201, City Hall, Worcester, Massachusetts

MARK SEALED ENVELOPE "Sealed Bid No. CR-8153-W4, Trash Removal Services / DPF"

The name and address of the bidder must appear in the upper left hand corner of the envelope. The City of Worcester is not responsible for bids not properly marked.

GENERAL

1. This Bid Invitation covers: provide all labor, materials, equipment and supervision necessary for trash removal services for a period of two years from date of contract as per the requirements and specifications of the Department of Public Facilities contained herein. The contract may be renewed for a third year, at the sole discretion of the City, the option of which will be determined at the end of the current contract period (refer to page 10).
2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the Amount of \$ N/A must accompany this bid.
3. All bids received will be publicly opened and read in the Bid Room at City Hall at date and time shown above. **NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED**
4. A performance bond in the amount of \$ N/A of the total dollar award is required.
5. A payment bond in the amount of \$ N/A of the total dollar award is required.
6. All terms and conditions are applicable to this proposal except the following section numbers which are hereby deleted from this invitation: all apply
7. Please direct any questions to Chris Gagliastro at gagliastroc@worcesterma.gov

8. The following meanings are attached to the defined words when used in this bid form.
 - (a) The word "City" means The City of Worcester, Massachusetts.
 - (b) The word "Bidder" means the person, firm or corporation submitting a bid on these specifications or any part thereof.
 - (c) The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
 - (d) The words "Firm Price" shall mean a guarantee against price increases during the life of the contract.
9. Any prospective bidder requesting a change in or interpretation of existing specifications of terms and conditions must do so within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date. All requests are to be in writing to the Purchasing Division (e-mail to: gagliastroc@worcesterma.gov). No changes will be considered or any interpretation issued unless the request is in our hands within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date.
10. The contractor will be required to indemnify and save harmless the City of Worcester, for all damages to life and property that may occur due to his negligence or that of his employees, subcontractors, etc., during this contract.
11. The Contract Agreement will be in the form customarily employed by the City of Worcester and is on file in the Purchasing Division at City Hall.
12. Bids which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions will be rejected as informal by the Purchasing Agent. **Conditional bids will not be accepted.**
13. The Bidder must certify that no official or employee of the City of Worcester, Massachusetts is pecuniarily interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise therefrom, unless there has been compliance with provisions of G.L. c. 43, Sec. 27, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
14. As the City of Worcester is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.
15. All prices are to be firm F.O.B. Destination, City of Worcester, Massachusetts, unless otherwise indicated by the City. **Time reserved for award is ninety days.**
16. In case of error in the extension prices quoted herein, the unit price will govern.
17. It is understood and agreed that should any price reductions occur between the opening of this bid and delivery of any order, the benefit of all such reductions will be extended to the City.
18. The City of Worcester reserves the right to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interest of the City.
19. Awards will be made to the bidder quoting the lowest net price in accordance with the specifications.
20. The supplier will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts, the City of Worcester, and the Department of Public Safety of the Commonwealth of Massachusetts.
21. Any bid withdrawn after time and date specified, the bidder shall forfeit deposit on bid as liquidated damages.
22. The contractor will not be permitted to either assign or underlet the contract, not assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the City Treasurer and of the Purchasing Agent of the City of Worcester.
23. If this bid shall be accepted by the City, and the bidder shall fail to contract as aforesaid and to give a bond in the amount as specified in Section 4, within ten (10) days, (not including Sunday or a legal Holiday) from the date of the mailing of a notice from the City to him/her, according to the address given herewith, that the contract is ready for

signature, the City may by option determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the bid security accompanying this proposal shall become the property of the City as liquidated damages.

24. When quoting, the bidder shall submit a signed copy of this bid form, and if the bid accepted by the City, it shall constitute part of the contract of purchase. Bidder must sign and return complete form 30B (Sealed Bid Goods & Services).
25. If in the judgment of the Purchasing Agent any property is needlessly damaged by an act or omission of the contractor or his/her employees, servants or agent, the amount of such damages shall be determined by the Purchasing Agent of the City of Worcester and such amount shall be deducted from any money due the contractor or may be recovered from said contractor in actions at law.
26. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and/or Acts of God.

INSURANCE AND WORKER'S COMPENSATION

27. PUBLIC LIABILITY INSURANCE: Contractor to supply the City of Worcester with certificates of insurance evidencing general liability coverage of not less than \$1 million per occurrence / \$2 million aggregate.
28. AUTOMOBILE LIABILITY INSURANCE: Contractor to supply the City of Worcester with certificates of insurance evidencing automobile liability coverage, bodily injury, and property damaged combined single limit of \$1 million (all owned, hired and non- owned vehicles).
29. COMPENSATION INSURANCE: The contractor shall furnish the City of Worcester with certificates showing that all of his/her employees who shall be connected with this work are protected under Massachusetts worker's compensation insurance policies.
30. The Contractor shall carry public liability insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contractor or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone of his employ during the execution of the contract.
31. Prior to starting on this contract, the Contractor shall deposit with the Contracting Officer certificates from the insurer to the effect that the insurance policies required in the above paragraphs have been issued to the Contractor. The certificates must be on a form satisfactory to the Purchasing Agent.
32. Except as may otherwise be stated herein, the Contractor shall also carry bodily injury and property damage insurance in an amount not less than those set forth above covering the operation of all motor powered vehicles owned or operated by the Contractor and engaged in this contract.

DISCOUNT

33. Prompt pay discounts will be considered when determining the low bid except when discounts are for a period of less than 30 days. In this event discounts will not be taken into consideration when determining low bid.
34. Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the contract is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance.

GUARANTEE

35. The bidder to who a contract is awarded guarantees to the City of Worcester all equipment, materials and or workmanship for a period of one (1) year after final inspection and acceptance and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.

DELIVERIES AND COMPLETION

36. It is understood and agreed that in the event of failure on the part of the bidder to indicate date of delivery and/or completion, delivery and/or completion will be made within twelve (12) days from date of notification. Should the successful bidder fail to make delivery or complete contract within time specified, the City reserves the right to make the purchase on such orders at the open market and charge any excess over contract price to the account of the successful bidder, who shall pay the same.
37. The contractor shall familiarize himself with the location and facilities for storage.
38. The City through its Purchasing Division reserves the right to divert delivery from one location to another, and to allow for any change in operating conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.

SAMPLING AND ANALYSIS

39. Each bidder must state the commercial name of the product quoted, name, and address of operator or agent from whom the product will be purchased and in addition shall furnish an analysis of the product, date of analysis, by whom made and their address.
40. Samples of the product to be delivered may be taken by a representative of the City, either prior to delivery or while it is being delivered in the storage facilities at destination, or will be taken from the storage facilities to which the product has been delivered as determined from time to time by the Purchasing Agent. Bidder agrees to furnish the necessary manual labor, without additional cost required to assemble the physical samples, which is to be performed under the direction of the City representative.
41. The representative of the City taking the samples shall be given the opportunity, while sampling, to affix his or her signature to the delivery slip each item represented in his/her sample.
42. Any product after the sampling and analysis, not found meeting the requirements of the contract shall be sufficient cause for the cancellation of the contract at the option of the Purchasing Agent.
43. If any product is found that does not meet the analysis submitted by the bidder in his/her proposal, the Purchasing Agent may, at his or her option, exercise his/her right to reject the product and require that all or any part thereof shall be removed promptly by and at the expense of the contractor and replace it forthwith with a product satisfactory to the Purchasing Agent, or to retain the product and compensate the contractor in an amount as determined by the Purchasing Agent and the City Manager.
44. It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the Contractor to engage in any practice which shall violate any provisions of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.
45. The undersigned as bidder, declares that the only parties interested in this proposal as principals are named herein; that this proposal is made without collusion with any other person, firm or corporation, that no officer or agent of the City is directly or indirectly interested in this bid; and he/she proposes and agrees that if this proposal is accepted he/she will contract with the City in accordance with the specifications, also the terms and conditions as spelled out in this bid form.
46. No Person, including but not limited to corporations, partnerships, limited partnerships or limited liability corporations, shall be eligible to receive a contract under this invitation to bid and/or request for proposal if that person has been convicted of any felony offense involving the distribution of controlled substances as that term is defined under Chapter 94C of the General Laws and, for contracts to be performed for on-site services to the Worcester Public Schools, if that person or any person to be employed by that person in the performance of such on-site services has been convicted of a "sex offense" or a "sex offense involving a child" or a "sexually violent offense" or would meet the definition of "sexually violent predator" as those terms are defined in Section 178C of the General Laws and who must register with the sex offender registry board.

47. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ for work or services relating to this contract any unfit person or anyone not skilled in the task assigned to him. In light of the fact that the performance of this contract requires the Contractor and its employees to have significant interaction with the public, the Contractor shall require all employees who may perform services under this contract to conduct themselves in a courteous, professional manner. If the Contractor is notified by the Contract Officer that any person engaged upon the work is incompetent, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, then such person shall be discharged from providing services or work pursuant to this contract. Without limiting the generality of the foregoing, intimidation, threats and/or violent conduct of any kind or nature directed to members of the public are absolutely prohibited. Failure to comply with this requirement shall be grounds for termination of the contract.
48. The Contractor's performance may be evaluated on an ongoing basis including but not limited to consideration of complaints received from members of the public. In order to facilitate this evaluation, the Contractor shall provide the City with documents and records upon request. The Contractor shall further obtain from its employees authorization that appropriate City personnel may obtain all available criminal offender information ("CORI") from the Criminal History Systems Board. A high number of unresolved complaints, any number of complaints that are particularly severe, or employment of individuals who have been convicted of assault or other violent crimes shall be grounds for the early termination or non-renewal of the contract by the City.
49. The procurement officer shall award the contract to the lowest responsible and responsive bidder. The term "responsible bidder" means "a person who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance." Consistent with its duty to maintain public order and promote public safety, the City has determined that this contract is of a type and nature so as to be particularly sensitive due, at least in part, to the contractor's inherent access and dealings with the members of the general public. Therefore, the City has concluded that additional scrutiny is justified as it determines whether a particular bidder is responsible, having the integrity and reliability to properly perform the requested services. This may entail consideration of the contractor's system of oversight, training and supervision of its employees, including but not limited to its requirement of a high standard of customer service and courtesy in its dealings with the public. The bidder's care and diligence in hiring and assigning its employees will also be considered. In making its determination, the City reserves the right to examine any and all information at its disposal, including but not limited to prior City contracts, the experiences and information obtained from current and former customers (whether identified by the bidder as references or not), as well as other sources available to the City, including but not limited to court documents, newspapers, financial reports (such as DUNS), and certain police data and reports.
50. The Contractor, acting through its owner(s) or any of its employees, or its agents or sub-contractors and any of their employees, shall not engage in any behavior, whether during the course of its duties under this contract or at any other time, that is illegal, criminal or otherwise shocking or offensive to the general public. The determination whether any particular behavior is illegal, criminal or shocking to the general public shall rest in the sound judgment of the Contracting Officer or the City Manager. In making such determination, the Contracting Officer or the City Manager shall apply the general standards of the community. No criminal conviction or formal charges shall be required to make such determination. Such behavior need be something more than trivial and something which would cause the general public to have concerns either about the safety of individuals coming in contact with the Contractor or about the character and integrity of the individuals with which the City does business. Violation of this provision shall be grounds for immediate and unilateral termination of this contract by the City upon five days notice as otherwise provided herein.

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name	Address	Zip Code
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1)	If a Proprietorship
Name of Owner _____	
Business Address _____	
Zip Code _____	Telephone No. _____
Home Address _____	
Zip Code _____	Telephone No. _____

(2)	If a Partnership	
Full names and addresses of all partners		
<u>Name</u>	<u>Address</u>	<u>Zip Code</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
Business Address _____		Zip Code _____
Tel. No. _____		

(3)

If a Corporation

Full Legal Name _____

State of Incorporation _____ Qualified in Massachusetts ? Yes _____ No _____

Principal Place of Business _____
Street P.O. Box
City/Town State Zip

Telephone No. _____

Place of Business in Massachusetts _____
Street P.O. Box
City/Town State Zip
Telephone No. _____

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company _____

State of Incorporation _____ Admitted in Massachusetts ? Yes _____ No _____

Principal Place of Business _____
Street P.O. Box
City/Town State Zip

Place of Business in Massachusetts _____
Street P.O. Box
City/Town State Zip
Telephone No. _____

NOTE

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

F.I.D. Number of bidder _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER _____ TITLE _____
PLEASE SIGN

DATE _____ BID SECURITY \$ _____

The name of Customer Service Representative and the Contract Administrator responsible for servicing this account in the event of contract award are:

NAME (PLEASE PRINT) *Customer Service Rep.* _____ TEL. NO. _____

NAME (PLEASE PRINT) *Contract Administrator* _____ TEL. NO. _____

FAX NUMBER _____ FAX # _____

E-MAIL (Customer Service Rep.): _____

E-MAIL (Contract Administrator): _____

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED WITH BID SUBMISSION:

Section 10. A person submitting a bid or a 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."

(Please Print) _____
Name of Person Signing Bid

Signature of Person Signing Bid

Company

No award will be made without vendor certification of the above.

DISCLOSURE OF CONTRACT RENEWAL

This contract may be renewed for a third year at the sole discretion of the City of Worcester, the option of which will be determined at the end of the current contract year.

In no event will increase exceed _____ % for the third contract year.
(TO BE COMPLETED BY BIDDER)

Name

Date

Title

IF VENDOR DOES NOT WISH TO BE CONSIDERED FOR A THIRD YEAR OPTION, PLEASE
INDICATE BY CHECKING THIS BOX: ☐

IMPORTANT

It is understood and agreed, that failure by the bidder to complete the above increase statement, it is the bidders intent to accept a third year option at zero (0) percent increase.

All other Terms and Conditions to remain the same.

**CONTRACT SPECIFICATIONS FOR
TRASH REMOVAL
DEPARTMENT OF PUBLIC FACILITIES**

PART 1.0 – GENERAL

- 1.0.1. All work shall comply in every respect with the Building Laws, City Regulations, Code requirements (city, state, or national) and the requirements of the Massachusetts Department of Public Safety. This includes all City of Worcester's Regulations & Ordinances.
- 1.0.2. The contractor shall obtain and pay for all permits, licenses, etc. required by the City of Worcester, Commonwealth of Massachusetts, or any other agency, as may be necessary or required for the completion of the work.
- 1.0.3. All equipment, materials, etc., specified to be removed from the site shall become the property of the contractor, unless otherwise stated.
- 1.0.4. The contractor shall ONLY pick up trash as specified in the specification.
- 1.0.5. If there are any questions regarding a pickup, it will be the responsibility of the contractor to contact the Facilities Operations Manager or designee and request clarifications before proceeding.
- 1.0.6. The awarding authority reserves the right to terminate the contract at any time if the work is not performed to specification.
- 1.0.7. By executing this contract, the contractor represents that they are familiar with local conditions under which work is to be performed.
- 1.0.8. The City of Worcester cannot be charged for any time, mileage fees or other costs for traveling to and from the site. The vendor shall include all costs to perform the work in the rate submitted for the bid.
- 1.0.9. In the event of accidental site damage, it will be the responsibility of the contractor to return the site to its original condition, within 10 days, at no cost to the City of Worcester.
- 1.0.10. It will be the responsibility of the driver to leave the area in a clean, "broom swept" state. Drivers must remove all debris around the general location of the trash staging area. If the dumpster is locked at the time of arrival, the contractor will unlock and then lock upon completion.

1.1 SCOPE OF WORK

- 1.1.1 The work to be performed under this specification shall include all labor, dumpsters, totes, bags, vehicles, materials, and supervision necessary for the removal of all trash from all buildings operated by the Department of Public Facilities for a period of **two (2) years from the date of the contract, with the option of a one (1) year extension**. Service will be provided based on a schedule provided by the Department of Public Facilities.

- 1.1.2 The Contractor shall quote a single price, which will reflect the cost to pick up the trash from the site(s). The Contractor shall quote an all-inclusive price. No other fees shall be added.

The Contractor will also quote a price for the use of any roll-off container. There will be a price per cubic yard plus a daily rental fee. The daily fee will NOT include the day the container was delivered or the day the container was picked up. Disposal costs are included in the pricing of using the various size roll offs that may be requested. There shall be no other charges for the use of the roll-off container.

1.2 DESCRIPTION OF WORK

- 1.2.1 All trash generated shall be stored in dumpsters, totes, or other storage systems supplied by the contractor. They shall meet the requirements described in section 2.1, or 2.2.

- 1.2.2 All dumpsters, totes shall be picked up on the designated days of the week per the schedule provided by the Department of Public Facilities, unless otherwise noted. The pickup route must not schedule residential areas early in the morning (between 5 a.m. and 6:30 a.m.).

Should a regular scheduled tipping day fall on a holiday that the successful vendor or DPF is closed for business, it is the responsibility of the vendor to ensure there are the same number of tips per week as the schedule states and make the necessary adjustments within their schedule to accommodate.

The successful vendor will provide a scheduled tipping of all containers at all locations on the Friday prior to the annual July 4th firework celebration in the City of Worcester. It will be the responsibility of the vendor to confirm said date.

- 1.2.6 The Department of Public Facilities reserves the right to change dumpster sizes and/or schedules or order roll-off containers at any site. All requests for changes shall be fulfilled within 48 hours after receiving notification from the Department of Public Facilities.
- 1.2.7 There will be occasions that extra pickup may be needed at different sites. If extra pickups are required, the Department of Public Facilities will contact the vendor directly. The dumpster must be picked up on the day of the call if the call was made before 12 noon. If the call was received after noon, the dumpster shall be picked up the next day.

1.3 COMPLETED WORK

- 1.3.1 All dumpsters, totes and the surrounding area must be cleared out entirely of any debris. The dumpsters, totes must be left in good condition and contain no holes. It must also be left in a safe condition where no harm can come to any person because of a lack of ordinary care.

1.4 CORRECTIONS TO WORK

- 1.4.1 If the Department of Public Facilities, at its sole discretion, feels that the work performed by the Contractor is not adequate, the Department of Public Facilities will notify the Contractor of this in writing. The Contractor will have (5) five business days to respond and make the necessary corrections. If the Contractor fails to do so, it will constitute grounds for cancellation of this contract. The Department of Public Facilities may remedy the problem by hiring an outside Contractor to complete/correct the job. The Contractor may be charged for these corrective services. If the Contractor fails to correct defective work or continually fails to carry out the work in accordance with the contract documents, the City of Worcester will cause this contract to be canceled.

PART 2.0 – EQUIPMENT

2.1 DUMPSTER/TOTE SIZE AND TYPES

2.1.1 All DUMPSTERS &/or TOTES required under this contract must be of such kind, shape, and size, to enable them to be picked up by the contractors' trucks:

- City Hall – 455 Main Street
 - (5) 96-gallon rollaway totes with covers that can be easily wheeled to the curb for curbside pickup by the contractor.
- Worcester Public Library – 3 Salem Square
 - (1) 2 cubic yard rollable/lockable dumpster. The dumpster must fit on the loading dock of the library and be able to be picked up from there.
- Municipal Office Building – 25 Meade Street
 - (6) 96-gallon rollaway totes with covers that can be easily wheeled to the curb for curbside pickup by the contractor.
- Municipal Office Building – 51 Sever Street
 - (6) 96-gallon rollaway totes with covers that can be easily wheeled to the curb for curbside pickup by the contractor.
- Senior Center – 128 Providence Street
 - (1) 8 cubic yard rollable/lockable dumpster with top and side doors.
- Regional Emergency Communication Center – 2 Coppage Drive
 - (1) 6 cubic yard rollable/lockable dumpster with top and side doors.

Additional sites, dumpsters, and/or totes, and pickups may be required during the life of the contract. All dumpsters and totes remain the property of the Contractor and must always be clean and in good working order during the duration of the contract.

2.1.3 All containers utilized must meet all requirements of the Federal Standards set forth by the Consumer Products Safety Commission as well as the Worcester Fire Department. In order to render the dumpsters & totes as hazard free as possible, the Contractor shall take whatever steps may be necessary to protect the public and all others from injury which may be caused by improper design or damage to the dumpsters & totes. Any damage to surrounding areas, equipment, buildings, fences, asphalt, etc. caused by the execution of the contract is the responsibility of the contractor to repair.

2.1.4 The dumpsters & totes are required to be cleaned, washed, and deodorized quarterly. Signed work slips, verifying that these cleanings have been completed on the required schedule must be emailed to the Facilities Operations Manager. There should be no interruption of service during this process and if replacement containers are needed during the cleaning, it is the responsibility of the contractor.

2.1.5 The Contractor shall furnish a container(s) at each site as directed. The container shall be the type specified. The container shall be located at a specific location on the property, with coordination and approval of the Dept of Public Facilities. After the contract is fully executed, the Contractor (or his driver) shall visit each site to coordinate the exact location of the containers to prepare for delivery of the dumpsters/totes. The dumpsters & totes shall be delivered to all sites within 2 days (48 hours) after the

contract has been executed. The Contractor shall remove all dumpsters & totes within 72 hours of the expiration date of the contract. If dumpsters are not removed within 72 hours the Department of Public Facilities will remove them at the Contractor's expense.

- 2.1.6 The top of dumpsters and totes must be equipped with plastic or metal covers that cover the opening in its entirety, ensuring the top of the container can be opened to allow the dumpster to be filled from the top. All tops and side doors on dumpsters must be able to be locked. The containers MUST be labeled "TRASH ONLY".
- 2.1.7 The Company's name, telephone number, and the size of the unit must be printed on the side of all dumpsters and totes.

2.2 SELF-CONTAINED TRASH COMPACTORS (IF UTILIZED)

- 2.2.1 Contractor shall provide all required scheduled preventative maintenance per the manufacturer's recommendations and provide required maintenance and repairs including materials and labor for the duration of the contract assuring all units are clean & operational. Upon award of contract, successful bidder will inspect, along with Facilities personnel, any, or all compactors to assess their condition.

Quarterly inspections shall include, but are not limited to:

- Electrical, motor components and controls,
- Hydraulic systems,
- Maintaining proper oil levels,
- Structural inspections to hopper, ram and packer assemblies,
- Hydraulic ram inspection,
- Mounting and anchoring assemblies, and
- Hoses and fittings.

Complete change out of all hydraulic fluids and hydraulic lines on an annual basis. This will be completed during the July to August.

No maintenance work will be provided by the vendor until they have received a valid City of Worcester purchase order authorizing the work to begin.

If a compactor must be removed from the site for service and the compactor will be unable to be returned that same day, the vendor must provide a 10-yard lockable container, at no additional charge, until the compactor is returned. The tipping schedule of this can will be based upon the usage/volume at that location.

PART 3.0 – EXECUTION

3.1 PICK UP FREQUENCY

- City Hall – 455 Main Street
 - This facility requires three (3) curbside pickups per week. These pick-ups should be Monday / Wednesday / Friday of each week.
- Worcester Public Library – 3 Salem Square
 - This facility requires five (5) dumpster pick up per week. This pick-up should occur each weekday.
- Municipal Office Building – 25 Meade Street

- This facility requires one (1) curbside pickup per week. This pick-up should be done on Wednesday of each week.
- Municipal Office Building – 51 Sever Street
 - This facility requires one (1) curbside pickup per week. This pick-up should be done on Tuesday of each week.
- Senior Center – 128 Providence Street
 - This facility requires one (1) dumpster pick up per week. This pick-up should occur on Thursday mornings of each week.
- Regional Emergency Communication Center – 2 Coppage Drive
 - This facility requires one (1) dumpster pick up per week. This pick-up should be done on Fridays of each week. *NOTE - There are specific pick-up instructions on emptying the dumpster at this facility that will be transmitted to the awarded contractor.*

3.2 The Department of Public Facilities cannot be charged for any other service or supplies needed to fulfill this contract's requirement. The fee to empty a container shall be all inclusive and final.

3.3 The dumpsters & totes shall be thoroughly maintained once yearly to ensure that they are “new” looking and in good working order.

PART 4.0 - METHODS OF PAYMENT

4.1 INVOICING

The Department of Public Facilities can only be invoiced after all the work has been completed. Invoices shall be submitted monthly to the email address noted below. Invoices cannot be processed without the proper backup information including:

- Date of Service
- Brief description of the work completed.
- Location of Service
- Materials used if any

If work is not completed to the satisfaction of the Department of Public Facilities, payment may be held. Upon correction of the problem, to the satisfaction of the Facilities Operations Manager or his/her designee, the invoice will be processed.

All invoices must be emailed to:

DPFACctsPayable@worcesterma.gov

Department of Public Facilities
ATTN: Damaris Acevedo
50 Officer Manny Familia Way
Worcester MA 01605

**DEPARTMENT OF PUBLIC FACILITIES
TRASH REMOVAL SERVICES - PRICING PAGE**

<u>LOCATION</u>	<u>PICK UP UNIT PRICE</u>	<u>QUANTITIES**</u>	<u>SITE TOTAL</u>
CITY HALL 455 Main Street	\$	156 Curbside Pick Ups <i>(3) Curbside Pick Ups per Week x 52 Weeks</i>	\$
WPL 3 Salem Square	\$	260 Dumpster Pick Ups <i>(5) Dumpster Pick Ups per Week x 52 Weeks</i>	\$
OFFICE BUILDING 25 Meade Street	\$	52 Curbside Pick Ups <i>(1) Curbside Pick Up per Week x 52 Weeks</i>	\$
OFFICE BUILDING 51 Sever Street	\$	52 Curbside Pick Ups <i>(1) Curbside Pick Up per Week x 52 Weeks</i>	\$
SENIOR CENTER 128 Providence Street	\$	(52) Dumpster Pick Ups <i>(1) Dumpster Pick Up per Week x 52 Weeks</i>	\$
RECC 2 Coppage Drive	\$	52 Dumpster Pick Ups <i>(1) Dumpster Pick Up per Week x 52 Weeks</i>	\$

TOTAL OF BID: * <i>(This is the total of all items above)</i>	\$
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*Must bid all locations. Award to be made in the aggregate.

**Quantities are estimated annual.