



# TOWN OF ARLINGTON

## *Massachusetts*

OFFICE OF THE TOWN MANAGER  
PURCHASING DEPARTMENT

Town Hall Annex – 2<sup>nd</sup> Floor  
730 Massachusetts Ave  
Arlington, MA 02476  
781-316-3003  
Fax: 781-316-3019

### TOWN OF ARLINGTON, MA

#### REQUEST FOR PROPOSALS

SEALED proposals will be received by the Town of Arlington, MA, at the Office of the Town Manager/Purchasing Department, Town Hall Annex – 2<sup>nd</sup> Floor, 730 Massachusetts Ave, Arlington, MA 02476 until July 12, 2024, at 10:00 a.m. for:

#### **RFP #24-16 Trash & Recycling Collection and Hauling Services**

The specifications and proposal forms are available for download from the Town's website at [www.arlingtonma.gov/purchasing](http://www.arlingtonma.gov/purchasing).

Proposals shall be submitted on the forms furnished and in a sealed envelope clearly marked on the outside with proposer's name, address, and telephone number and the words "**RFP #24-16 Trash & Recycling Collection and Hauling Services**".

The Town reserves the right to accept any proposal in whole or in part and to reject any or all proposals when the Town deems it to be in its best interests so to do.

James Feeney, Town Manager  
May 20, 2024

**REQUEST FOR PROPOSALS**  
Trash & Recycling Collection and Hauling Services  
RFP #24-16

**PART 1**  
**INSTRUCTIONS TO PROPOSERS**

**1.1 Overview and Background Information**

The Town of Arlington, Massachusetts (herein “the Municipality”) seeks proposals from qualified vendors (“Proposers” or “Contractors”) for residential curbside trash and recycling collection, hauling and disposal; single stream recyclables processing; collection of bulky items, large recyclable items (whitegoods), and mattresses/box springs; cart fleet services and maintenance; dumpster services; residential yard waste collection and hauling; and curbside organics collection; collection of small business commercial trash PAYT program

In this Request For Proposals (“RFP”) the Municipality is seeking to solicit proposals that fulfill each of the Municipality’s needs for the sustainable materials management services mentioned above. The Municipality will select a single Proposer for a given service set forth in Section 1.2 of this RFP and will enter into a 5-year contract with the selected vendor(s) pursuant to this RFP. The top priority for the Municipality is excellent service. The RFP and Proposals shall act as an umbrella for service terms, conditions, and pricing. Curbside collection services for trash and recycling are described in Part 2: Specifications. Pricing for all services shall be delineated in Part 6: Price Proposal Sheet and included within the same proposal. Operational efficiency, creative innovation, and cost-effective services are highly encouraged within proposals.

The awarding authority for this contract is the Town of Arlington Town Manager. Basic background information about the municipality (road miles, area, tonnage history, etc.) is included in Exhibit B.

The Municipality has a disposal contract with WIN Waste Innovations North Andover that expires on June 30, 2025. Trash collected curbside in Arlington is hauled directly to WIN Waste Innovations by individual curbside collection trucks.

**1.2 Overview of Services Requested**

The Municipality seeks proposals for the following services:

1. disposal of up to 12,500 tons of trash per year from the municipality
2. 5-day collection of curbside residential trash
3. 5-day collection of curbside residential recyclables
4. recyclables processing at a materials recovery facility
5. curbside yard waste collection
6. dumpster collection services.
7. curbside collection of residential bulky items, whitegoods/large recyclable items, and mattresses/box springs by appointment

8. cart services and maintenance for curbside trash and recycling carts including parts, repairs, deliveries, swaps, and removals; a proposal for this service is required if a Contractor is submitting a proposal for curbside residential trash and/or recycling collection services
9. the option to implement a new curbside organics (food waste) collection program, or other innovative food waste diversion collection program
10. Small business commercial trash and recycling PAYT program for up to 200 businesses in our commercial areas as well as home-based businesses.

The Municipality will consider proposals that include some or all the desired services listed herein.

### 1.3 General

- (a)** Length of Contract: The Municipality requests proposals from vendors to commence service on July 1, 2025. The Municipality seeks proposals for a five (5) year contract that will expire on June 30, 2030.
- (b)** The RFP document, which will be incorporated into the contract by reference, consists of the following (including all modifications thereof, incorporated in any of the documents before execution of the contract):
- Part 1 – Request for Proposals and Instructions to Proposers
  - Part 2 – Specifications
  - Part 3 – Proposed Contract (non-negotiable)
  - Part 4 – Exhibits (A through L)
    - i. Exhibit A – Holiday Schedule
    - ii. Exhibit B – Municipality & Service Recipient Details
    - iii. Exhibit C – Dumpster Schedule and Special Cart Service Properties
    - iv. Exhibit D – Acceptable Bulky and Whitegoods Items
    - v. Exhibit E – Single Stream Recycling Specifications, Terms and Conditions
    - vi. Exhibit F – Example of Annual Residential Education Guide
    - vii. Exhibit G – Prevailing Wage Rates
    - viii. Exhibit H – Price Fluctuations and Fuel Surcharge
    - ix. Exhibit I – IRS Form W-9
    - x. Exhibit J – Route Maps
    - xi. Exhibit K – Authorized Back-in Streets
    - xii. Exhibit L – Commercial Orange Bag Program
  - Part 5 – Certificates of Non-Collusion and Tax Compliance
  - Part 6 – Price Proposal Sheet
- (c)** Contract award is subject to the availability and appropriation of funds. The Municipality shall cancel the contract entered into if funds are not appropriated or otherwise made available to support the continuation of performance hereunder at any time during the Term and any extension thereof.

### 1.4 Exemption from Commonwealth of Massachusetts, General Laws Chapter 30B

This contract is exempt from public bidding requirements under M.G.L. ch. 30B s. 1(30). As such, the Town reserves the right to negotiate this contract with proposers.

### 1.5 Timeline for Submission of Proposals

Any Proposer that desires to submit a proposal for the tasks specified in this RFP shall thoroughly review and be familiar with the RFP and Instructions to Proposers, Specifications, Exhibits and Contract (all included in this RFP) before submitting its Proposal. While the Municipality has made every effort to ensure that this information presented in this RFP is accurate, Proposers are on notice that they rely on this information at their own risk and they are urged to verify any and all information which they believe is material to their Proposal.

Proposers shall submit four (4) original, signed copies of the complete proposal. In addition, all parts of the proposal shall be provided electronically in PDF form.

### 1.6 Timeline for Solicitation and Deliverables

Release Date of RFP	May 20, 2024
Optional Pre-Proposal Meeting (see 1.21)	10:00AM, May 30, 2024
Deadline for Round 1 Questions	10:00AM, June 6, 2024
Round 1 Question Responses Sent By	5:00PM, June 11, 2024
Deadline for Round 2 Questions	10:00AM, June14, 2024
Round 2 Question Responses Sent By	5:00PM, June18, 2024
Proposal Due Date	10:00AM, July 12, 2024
Contract Start Date	July 1, 2025

- (a) Deadline: Sealed proposals are due by 10:00 on July 12, 2024 at the Municipal Offices. The Procurement Officer, in his/her discretion, may refuse to consider a Proposal that is not in his possession or in the possession of authorized representatives by the above deadline. Proposals shall include a Technical Proposal and the Proposer's Price Proposal. Submissions shall be labeled "**PROPOSAL – Trash & Recycling Collection Services**", addressed and delivered to the following location:

Office of the Town Manager/Purchasing Department  
Attn: Mary Ellen DeNatale, Purchasing Agent  
Town Hall Annex  
730 Massachusetts Ave – 2<sup>nd</sup> Floor  
Arlington MA 02476

- (b) A Proposal must be signed as follows: (1) if the Proposer is an individual, by him/her personally; (2) if the Proposer is a partnership, by name of the partnership, followed by the signature of each partner; (3) if the Proposer is a limited liability company, by each manager of the company; or (4) if the Proposer is a corporation, by an authorized officer, whose signature shall be attested by the Secretary of the Corporation and the Corporation Seal affixed.

- (c) A Proposer may withdraw its Proposal up to one (1) hour prior to the time set for the opening of the Proposals, provided the request for withdrawal is presented in writing, signed by the Proposer in the manner required for submitting of a Proposal.
- (d) Each Proposal must be sealed and must contain Technical and Price proposals. The technical proposal shall contain the following:
- Cover letter including a description of proposed services
  - Bid Bond
  - Evidence of Ability to Obtain Performance Bond
  - Bank References
  - Financial Statements
  - Description of Existing Business and Proposer Experience
  - Organization Chart
  - Name and Resume of Contract Manager to be assigned to Municipalities
  - References from other municipalities
  - List of Vehicles and Equipment to be used to perform the contract
  - Non-Collusion and Tax Compliance Certification
  - Evidence of Insurance
  - IRS Form W-9

The price proposal shall contain one or more completed Price Proposal Sheets.

### 1.7 Opening and Consideration of Proposals

- (a) Each Proposal shall be opened by the Procurement Officer and reviewed by an evaluation committee.
- (b) Consideration and acceptance of all proposals shall be based on the ability of the Proposer to meet the specifications set forth in the terms, conditions and specifications of the RFP and contract documents and shall be evaluated based on the criteria set forth below.
- (c) The Municipality reserves the right to reject any and all proposals, or parts thereof, or items therein, and to waive any defect or irregularity as to form. **The Municipality is under no obligation to accept the lowest price proposal and further, the Municipality is not required to award the Contract at all.** Instead, the Municipality reserves the right to base its decision on the entirety of the information provided and its sole judgement as to the best service(s) provided.
- (d) No proposal shall be withdrawn within ninety (90) days after the opening thereof. The Municipality shall have the time as indicated in which to investigate and evaluate the proposals. The Municipality will then enter into negotiations with the highest ranked Proposer based on the evaluation criteria below. If these negotiations fail, then the Municipality will negotiate with the second highest ranked Proposer and so forth, downward, as necessary. No Proposer shall have the right to withdraw, change or alter their Proposal within the said time.
- (e) Selected Proposer(s) shall enter into separate contracts with each Municipality substantially similar to the Proposed Contract (Part 3), which shall incorporate all applicable Specifications (Part 2).

- (f) Timely delivery of a bid at the location designated shall be the full responsibility of the Proposer. In the event that the Purchasing Office is closed on the date or at the time that proposals are due, the date and time for receipt of proposals shall be on the next business day following that Town Hall and the Purchasing Office are open.

### 1.8 Evaluation Criteria

In addition to considering price and completeness of the Technical proposals, the Municipality shall, in considering each Proposal and prior to any determination or award, investigate and evaluate the proposals and the Proposers using the following criteria:

- (a) Plan of Services: The preferred plan of service will demonstrate that the Proposer will: provide a very high level of customer service to the Municipality and their residents; be consistently reliable and responsive to the needs of the Municipality; ensure that its workers are highly competent, polite, knowledgeable and conversant on waste bans and the Municipality's trash limits and recycling requirements; comply with the provisions of the Contract and the reasonable direction of the Municipality; be proactive and creative in confronting problems and resolving conflicts; and work with the Municipality to educate and promote waste reduction to residents.
- (b) Experience: The preferred proposal will demonstrate extensive prior experience in contracts for similar service(s).
- (c) Qualifications: The preferred proposal will provide at least three municipal references that report favorably upon and highly recommend the Proposer.
- (d) Safety Record: The preferred proposal will include documentation of safety standards and training.
- (e) Financial Responsibility: The preferred proposal will include financial statements that reveal financial strength, consistent profits, minimum debt and a record of responsible debt and asset management.
- (f) Equipment and Schedule: The preferred proposal will demonstrate that the Proposer possesses or is able to possess by the commencement date sufficient equipment that is in excellent operating condition to service the needs of the Municipality that the Proposer will be fully able to comply with the scheduling requirements in the RFP.
- (g) Environmental Sustainability: The preferred proposal will include examples of environmental sustainability metrics and include options for innovative advances such as electric collection trucks.
- (h) Efficiency and Innovation: The preferred proposal will maximize operational and administrative efficiency, implement proven technology, and creatively design a collaborative contract.

### 1.9 Award of One or More Contracts

The Municipality will select a single Proposer for a given collection service, as set forth in Section 1.2 of this RFP. However, nothing contained herein shall be construed to require the Municipality to select a single Proposer for multiple collection services and the Municipality reserves the right to award collection services to different Contractors on an unbundled basis. As demonstrated on the Price Proposal Sheet, proposers must submit separate pricing for each collection service included within their proposal. If the pricing varies based on whether the services awarded are bundled or

unbundled, the Proposer must specify the different pricing for each bundled or unbundled collection service on separate Price Proposal Sheets.

#### **1.10 Bid Bond**

A Bid Bond, Treasurer's check or Certified check in the amount of five percent (5%) of the total proposed price for one year for each service the Contractor proposes to undertake for each municipality shall be submitted with this proposal. The Bid Bond shall be submitted with the Price Proposal Sheet. The Municipality reserves the right to exercise their options under the Bid Bond if a Proposer does not negotiate in good faith a contract substantially as written in the RFP or for any other valid reason including, but not limited to, withdrawal of the Proposer's bid.

#### **1.11 Performance Bond**

The successful Proposer shall submit at the time of the execution of the Contract a Performance Bond equal to fifty percent (50%) of the total contract value for the faithful performance of the Contract. Proposers must submit evidence of their ability to acquire such bonding with their Proposal. The bond shall be renewed on an annual basis ninety (90) days prior to the start of each ensuing fiscal year.

#### **1.12 Payment Bond**

The successful Proposer shall submit at the time of the execution of the Contract, a Payment Bond equivalent to fifty percent (50%) of the annual contract value for payment of all persons performing labor and furnishing materials and equipment in connection with this Contract. The bond shall be renewed on an annual basis ninety (90) days prior to the start of each ensuing fiscal year. bonding with their Proposal. The bond shall be renewed on an annual basis ninety days prior to the start of each ensuing fiscal year.

#### **1.13 Bank Reference and Audited Financial Statements**

Each Proposer must provide at least two Financial Credit References from banks or other financial institutions with which the Proposer transacts and deals with on a regular basis. Each Proposer must also submit as part of the Proposal the previous two (2) years audited financial statement. The Municipalities will, to the extent permitted by applicable law, maintain the confidentiality of all materials labeled as "Confidential" by the Proposer. (See 1.17 below)

#### **1.14 Insurance Verification**

Each Proposer must provide, as part of the Proposal, evidence of its ability to obtain insurance in the amount stated in Part 3 of this RFP. The selected proposer(s) shall be required to provide a Certificate of Insurance naming the Municipality as an insured.

**1.15 Non-Collusion and The Arlington General Bylaw Article 4.5 Certification**

Each Proposer must submit with the Proposal a signed Non-Collusion Certification as if same were required under M.G.L. Chapter 30B, Uniform Procurement Law and certify compliance with The Municipality General Bylaw Articles 4.5. (See Part 5).

**1.16 Prevailing Wage**

In accordance with M.G.L Chapter 149, §27, the wage rates for workers under this contract are to be paid at the rates established by the Commissioner of the Massachusetts Department of Labor and Workforce Development. Please see Exhibit G for further information.

**1.17 Proposer/Contractor Qualifications and Equipment**

The experience of the Proposer with curbside material collection, handling and transportation must be fully detailed and described. It is desirable that the Proposer has had at least three (3) such curbside collection contracts in the past five (5) years, at least one (1) of which is of relatively similar size and services to a contract with one of the Municipalities as specified herein. The Proposer must identify the full extent of involvement in the referenced contract. The Proposer must provide an organizational chart showing the proposed managerial organization associated with providing collection services to each Municipality. This chart shall identify, by name and title, a Contract Manager to be assigned to each or both Municipalities. A resume of the Contract Manager(s) must be included in the Proposal. The identified Contract Manager is a material consideration of the Municipalities in evaluating proposals. Each Proposer shall provide references as a part of its proposal including:

- References from other Massachusetts municipalities for whom similar trash/recycling collection services are now or have recently been performed under contract; and
- Other references relevant to the Proposer's character and integrity, record of good business practices, management ability, and experience.
- Each reference shall include the name, address, email address, and telephone number of an individual whom the Municipality may contact to discuss the Proposer's managerial ability, financial standing, and/or business experience. Each Proposer shall fully describe the nature of its existing business and shall indicate the number and types of vehicles and equipment it intends to utilize in the performance of this Contract as well as where this equipment will be housed and maintained. If the Proposer intends to purchase new equipment to provide the services requested through this RFP, it must provide a manufacturer delivery guarantee with the Proposal.

**1.18 Background Investigation**



The Municipality may investigate the background of each Proposer to determine its ability to perform the work. The Proposer shall furnish any information requested for this purpose.

### **1.19 Confidentiality**

The Municipality shall, as permitted by law, maintain the confidentiality of information provided by the Proposer if specifically requested to do so in writing, but the Municipalities shall bear no liability arising from the disclosure of such information. Proposers are advised to consult the public records, disclosure, and bidding, and open meeting laws of the Commonwealth.

### **1.20 Questions by Offerors**

All questions by prospective Proposers concerning interpretation of the RFP, Forms, Specification, Proposed Contract, Insurance or Bid, must be received in writing by email ([medenatale@town.arlington.ma.us](mailto:medenatale@town.arlington.ma.us)) or mail (Procurement Office, Arlington Town Hall, 730 Mass Ave. Arlington, MA 02476). Round 1 Questions are due by 10:00AM, June 6, 2024, and Round 2 Questions are due by 10:00AM, June 14, 2024, in accordance with the schedule set forth in 1.6. All responses and interpretations to questions shall be issued by the Municipalities in the form of written addenda emailed to each prospective Proposer by 5:00PM on June 11, 2024, for Round 1 Questions and by 5:00PM on June 18, 2024 for Round 2 Questions.

### **1.21 Optional Pre-Proposal Meeting**

In addition to receiving questions in writing, an optional pre-proposal information meeting will be held on May 30, 2024, at 10 AM at the Arlington DPW Yard, 51 Grove Street. A virtual option will not be made available. Questions and comments on the RFP are welcome from prospective Proposers.

### **1.22 Payments for Damages**

The Municipality shall be entitled to assess liquidated damages against the Contractor for its failure to perform the following specified obligations for the Work. Contractor acknowledges and agrees that the liquidated damages provided herein are not penalties but represent a fair measure of damages which will be sustained by the Municipality in the event Contractor fails to perform any of the following specified obligations.

The Municipality shall have the right to withhold the amount of liquidated damages assessed by it from any payment owed to Contractor as a credit or set-off of such amount, provided the Municipality notifies the Contractor of the specific assessment in advance of deduction. Municipality's failure to assess liquidated damages shall not constitute a waiver of its rights to hold Contractor in default nor does the Municipality waive its right to claim and collect damages for the

Contractor's default on any of its obligations for Residential Collection and Haul and disposal by reason of the Municipality's failure to provide a liquidated damage hereunder for such default.

A	Use of collection vehicle that is operated in conjunction with this Contract for the collection and/or haul of trash/recyclables other than provided for under the provisions of the Contract.	Each Instance	\$5,000
B	Failure to comply with an order of the Municipality within 10 business days to increase the number of vehicles when necessary for the fulfillment of the Contract.	Per day per truck not placed in service	\$2,500
C	Collection of trash, recyclables, or any other material before 7:00 AM	Each Instance	\$1,000
D	Commingling trash collected from the Municipality with trash from any other source.	Each Instance	\$1,000
E	Continued violation of traffic laws, ordinances or regulations during collection and transportation after written notice from the Municipality.	Each Instance	\$500
F	Failure to comply with state and local waste bans, with other applicable laws regarding collection and disposal of materials and with the provisions in this Contract regarding restrictions on what may and may not be collected with the trash.	Each Instance	\$500
G	Failure to replace or repair leaky or otherwise faulty dumpsters or wheeled carts within seven (7) days of being notified in writing of the leaky or otherwise faulty equipment by the Municipality.	Per Day	\$200
H	Failure to submit monthly weight slips to the Municipality in a timely matter as required by these specifications.	Each Instance	\$100
I	Failure to close and latch dumpster enclosure gates or lock bar.	Each Instance	\$100
J	Failure or neglect to collect materials properly placed at curbside before the daily collection time, or from schools, municipal facilities or multifamily properties as required herein within twenty-four hours of that collection time, for reasons including but not limited to truck failure or operator error.	Each Instance	\$100
K	Failure to comply with other reasonable requests from the Municipality with respect to the performance of this contract.	Each Instance	\$100

L	Failure to properly use stickers, tags or other notices for residents when rejecting unacceptable materials or improperly prepared carts, or failure to communicate a rejection following the agreed upon rejection procedure.	Each Instance	\$100
M	Failure to provide and maintain collection vehicles, conveyances, dumpsters and totes that are in good, clean and functional condition as provided for in the specifications, or failure to clean such vehicles, conveyances, dumpsters and totes as required in the specifications.	Per Instance	\$100
N	Failure or neglect to fulfill a cart service request within the service level agreement.	Each Instance	\$100
O	Failure or neglect by Contractor to complete missed pickup requests within 1 business day of receiving the request.	Each Instance	\$100
P	Failure or neglect to furnish a daily schedule or a revised schedule of collection and disposal.	Each Instance	\$100
Q	Failure to return emptied containers or lids to the location from which they were collected, throwing, or damaging containers or leaving containers in the streets, driveways, sidewalks or other locations such that they obstruct vehicle or pedestrian traffic or otherwise pose a hazard.	Each Instance	\$100
R	Failure to repair or replace residential property including but not limited to mailboxes and fences.	Each Instance	\$100
S	Failure to clean up litter, debris, or loose materials spilled onto the street or curb during collection.	Each Instance	\$100

### 1.23 FINANCIAL (INVOICING, CREDITS, PAYMENT, ETC.)

- A. The Bid shall be provided in itemized terms for each service at full cost for year one to provide services in the Municipality. The Bid must include the cost to collect from service recipients added during the contract period.
- B. All subsequent years' costs may be increased or decreased due to factors identified in RFP Exhibit H.
- C. Requirements for Invoicing. The Contractor shall invoice the Municipality for all services, including collection and disposal services and emergency services, at the end of each month of service. The Contractor shall submit to the Municipality an invoice not more than ten (10) working days after completion of the last collection of the previous month for payment of service performed under this contract. The invoice from the Contractor must include:
  - A breakdown of deliveries to the recycling processing facility.

- A copy of the appropriate page of the publication(s) (e.g. [www.secondarymaterialspricing.com](http://www.secondarymaterialspricing.com)) that shows the commodity prices used to calculate the fee for processing the Municipality's recyclable materials.
  - Original certified weight receipts shall be submitted with the corresponding invoice.
  - Separate itemized charges for services provided to the Municipality and services provided to all other service recipients. Itemized charges include all collection costs and transportation costs.
  - All additional services such as cart service, food waste collection, white goods, etc. must be specified as a separate line item in the invoices.
- D. Payment of Invoices. The Municipality shall pay approved invoices on a net thirty (30) day basis after approval by the Municipality. In the event that the Municipality notifies the Contractor in writing of any discrepancies or deficiencies in a monthly invoice, the Municipality shall pay the Contractor any undisputed amounts on a net thirty (30) day basis after said notice by the Municipality.
- The Municipality shall pay disputed amounts on a net thirty (30) day basis after resolution of dispute with the Contractor. If any amount listed on the invoice(s) remains in dispute after discussion of the invoice pursuant to this section, payment is subject to adjustments as set forth below.
- E. Adjustments to Payments. In the event that the Contractor fails to provide services as provided under this Contract and after receipt of written notice from the Municipality, the Contractor shall reimburse the Municipality for all costs incurred by the Municipality to provide such services.
- F. In the event the Contractor fails to maintain or submit adequate and accurate records pursuant to this Contract or by law, or fails to maintain records for services performed under this contract separate from records for other services, and the Municipality incurs any cost for the creation, recreation, correction or maintenance of such records, the Contractor shall reimburse the Municipality for any and all such costs incurred by the Municipality.
- G. If the Municipality makes any payments or incur any cost for which the Municipality is entitled to reimbursement from the Contractor pursuant to this contract, the Municipality shall have the option to deduct such reimbursement from any payment due to the Contractor from the Municipality. The Municipality shall submit to the Contractor written documentation in support of such deduction upon request of the Contractor. In the event the Municipality does not deduct such reimbursement from the payment due to the Contractor, but submit an invoice to the Contractor for reimbursement, the Contractor shall reimburse the Municipality in not more than fifteen (15) days of receipt of said invoice.
- H. Annual Adjustment to Compensation during Contract Years 2 – 5. Adjustments to compensation at the end of every year during the course of the contract must be calculated based on the factors identified in Exhibits G and H. The same annual adjustment factor shall be applied to liquidated damages.

## 1.24 QUALITY REQUIREMENTS, STANDARDS AND PROCEDURES

### A. General

Compliance. The Contractor shall provide all services in compliance with the terms, requirements, specifications, and procedures of this Contract. The procedures for the occurrence of planned or unplanned deviations and corrective action are included in this section or with more specificity in other sections as appropriate.

### B. Deviation

- (a) Planned Deviation. Should the Contractor anticipate the necessity for a temporary deviation from any term, requirement, specification, standard or procedure of this Contract, the Contractor shall request written authorization from the Municipality permitting the planned deviation prior to the implementation of the requested deviation.
- (b) Unplanned Deviation. Except in the case of a force majeure event, any unplanned deviation, variance, or failure to comply with any term, requirement, specification, standard or procedure set forth in this Contract shall be prohibited and shall result in any corrective action as determined by the Municipality.
- (c) Corrective Action. The Contractor shall thoroughly investigate the circumstances, events, actions, and other observations leading up to and occurring at the time of a planned or unplanned deviation in order to identify the cause. When the cause has been confirmed, corrective action shall be developed and immediately implemented to prevent further repetition. Copies of all documents including reports of, or interrelated with incident, corrective action and quality improvement plan shall be submitted, upon request, to the Municipality.

Except in the case of a force majeure event, if the Contractor shall fail to comply with any requirement, specification, standard or procedure of this contract the Contractor shall be subject to any corrective action or other action by the Municipality as provided by this contract or by law.

## 1.25 THE MUNICIPALITY REPRESENTATIVE

The Municipality Representative for this contract is the Director of the Department of Public Works or their designee. The Municipality Representative will act in connection with completion of the Work in accordance with the Contract Documents.

## 1.26 CONTRACT PRICE

The Municipality will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the price agreed upon in the Contractor's submitted Price Proposal Sheet.

**1.27 APPLICATIONS FOR PAYMENT**

Contractor shall submit Applications for Payment in accordance with Section 1.28 below. Applications for Payment will be processed by the Municipality Representative as provided in the Conditions of the Contract.

**1.28 PAYMENTS**

- 1.28.1** In consideration for performance of the work in accordance with the requirements of this Contract, the Municipality shall pay the Contractor the prices set forth in the Contractor's Bid, a copy of which is attached hereto and incorporated by reference.
- 1.28.2** Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Municipality in an invoice and shall specify work completed and the prevailing wage rate for each employee who performed work on this project.
- 1.28.3** If the Municipality objects to all or part of any invoice, the Municipality shall notify the Contractor in writing as described in Section 1.23.
- 1.28.4** No payment by the Municipality to the Contractor shall be deemed to be a waiver of any right of the Municipality under this Contract or ratification by the Municipality of any breach hereof by the Contractor.
- 1.28.5** The Municipality's right to stop work: If the work is defective, or Contractor fails to supply sufficient skilled workers or suitable equipment, including back-up equipment as described in Part 2, Specifications, to perform the Work in such a way that the completed work will conform to the Contract Documents, the Municipality may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Municipality to stop the work shall not give rise to any duty on the part of the Municipality to exercise this right for the benefit of Contractor, any subcontractor, any supplier, any other individual or entity, or any surety for, or employee or agent of any of them.
- 1.28.6** If the Municipality orders the Contractor to stop the work or the Contractor has informed the Municipality that it is aware that it will not be able to complete the work at a future date, the Municipality reserves the right to perform the work, calculate the cost of doing the work, and subtract that cost from any amount owed.

## PART 2 SPECIFICATIONS

The specifications as used in this Part 2 Specifications, the term "Municipality" shall mean the municipality in which the services and collection are being provided. These Specifications shall be incorporated in and made part of the Contract(s) awarded pursuant to this RFP.

**Definitions.** The following words and terms shall, for all purposes of the RFP and the Contract(s) awarded pursuant to the RFP, have the following meanings, unless the context clearly indicates a different meaning or intent:

**"Acceptable Waste"** means all household and non-hazardous municipal waste of the type currently generated or present within the corporate boundaries of the Municipality and now currently collected and disposed of on behalf of the Municipality. Acceptable Waste may include non-recyclable plastics, non-recyclable paper products, diapers, food and other constituents that normally appear in residential trash, but does not include explosives and ordnance materials, pathological waste, radioactive waste, hazardous waste, oil, mercury, cesspool or other human or animal waste, human and/or animal remains, motor vehicles and parts, large machinery or any type or kind of Hazardous Material as defined herein, or materials deemed "Waste Ban" items by the Massachusetts Department of Environmental Protection. Commonly referred to as "trash."

**"Affiliate"** with respect to any person, corporation, firm or entity, any person, corporation, firm, or entity, which directly or indirectly, controls or is controlled by or is under common control of such person, corporation, firm or entity.

**"Approved Equipment"** means containers approved by the Municipality for holding Trash, Recycling, or Yard Waste.

**"Bulky Waste"** means non-recyclable items too large to fit into Approved Equipment, capable of being accepted at the designated disposal facility, that do not exceed six feet in any one dimension or one hundred fifty (150) pounds in weight, with the exception of sofas, which will be collected so long as they do not exceed 8 feet. Carpeting must be rolled and tied into bundles not exceeding four (4) feet. Said items shall include, but not be limited to, household furniture but shall exclude municipal solid waste, large household appliances (white goods), devices containing Freon or similar refrigerant chemicals, cathode ray tube televisions, flat panel monitors, and other waste ban items. Also refer to Exhibit D.

**"Collection Route"** the schedule of streets and locations from which curbside collection is performed during a particular day of the work week. Each collection route shall permit the collection, transport and disposal of approximately 1/5 of the total households in the Municipality.

**"Container"** means receptacles and carts that hold trash, recycling or yard waste.

**"Contract"** or **"Agreement"** means the Contract between the Contractor and the Municipality.

**"Commencement Date"** means 12:01AM local time on July 1, 2025.

**"Director"** means the Director of Public Works for the Municipality, or his/her designee, in which the services and collection are being provided. The Public Works Director or his/her designee shall act as the Municipality's representative in all matters relating to the services to be performed by the Contractor under the provisions of this Contract.

**"Commonwealth"** the Commonwealth of Massachusetts. **"Curbside Collections"** means services that are performed for an entire route area each week including curbside collection services for trash, recyclables, yard waste, and organics.

**"Daily"** or **"Operating Day"** any day of the week other than, a Saturday (except when a holiday falls on a working day earlier in that same week), a Sunday, a legal holiday, or as directed by the Director of Public Works.

**"Disposal"** disposing of trash in a legal manner at a permitted facility.

**"Disposal Facility"** means the permitted facility contracted by the Municipality to accept trash for disposal.

**"Effective Date"** means July 1, 2025.

**"Hazardous Materials"** means material addressed by regulations adopted by the United States Environmental Protection Agency, pursuant to the Resource Conservation Recovery Act of 1976, as amended.

**"Legal Holiday"** a list of Holidays and the dates upon which they fall can be found in Exhibit A. If a legal holiday is observed in Town Monday through Friday, collection will be delayed by one day and will be made up by a Saturday collection.

**"Mixed Rigid Plastics"** a category of recyclable plastic, which includes hard or rigid plastic items that are not bottles, films, or other flexible plastic."

**"Month"** means a calendar month.

**"Overflow Trash Bag"** means municipality-provided and sold bag used for excess trash and for small business commercial "Orange Bag" PAYT program.

**"Recyclable Materials"** or **"Recyclables"** recyclable residential and municipal waste generated or present within the corporate boundaries of the Municipality consisting of paper, cardboard, glass and plastic bottles, metal cans, or any other material that may be deemed recyclable by the Department of Environmental Protection, or successor agency and the Contractor.

**"Service Recipient"** means a residential household, municipal location, nonprofit or small business commercial PAYT customer that receives collection services from the Municipality.

**"Service Year"** a twelve-month (12) period, beginning the first day of the month of July of one calendar year and extending through the last day of the month of June of the next calendar year (or a lesser time pro rata in the event of termination prior to the conclusion of the full service year), during which collection and haul services are provided to the Municipality by the Contractor pursuant to this Contract.

**"Single Stream Recycling"** means a system in which all paper fibers and comingled containers are collected and mixed together in a collection truck. In single stream, both the collection and processing systems must be designed to handle this fully comingled mixture of recyclables. Acceptable materials for Single Stream Recycling more fully described in Exhibit E, includes, but is not limited to all of the following: paper; corrugated cardboard; newspapers (including all inserts); magazines; catalogs; telephone books; brown paper bags; white and colored office type paper; computer paper; junk mail (paper materials only); paperboard; soft and hard cover books; stationery; envelopes; booklets; pamphlets; greeting cards; manuals with glued bindings; file folders; spiral notebooks; glass containers (clear and colored); metal containers (tin cans), including empty paint cans, aluminum cans, aluminum food containers and foil; plastic bottles, tubs, jars and jugs; any other recyclable materials, which may be mandated by any state or federal agency, provided they are capable of being accepted without modification to the existing single stream processing facility or which the parties may agree upon.

**"Unacceptable Waste"** includes the following:



- a. Materials banned from disposal as defined in 310 CMR 19;
- b. Trash in excess of the Municipality-established limit and/or Trash not contained in Approved Equipment or Overflow Trash Bag.
- c. Construction and Demolition Debris: Construction, demolition and building materials or debris including excavated earth, stone, asphalt, drywall/sheetrock, lumber, brick, concrete, and cement and gravel;
- d. Industrial Waste including waste from manufacturing processes, manufacturing operations, food processing plants, and slaughterhouses;
- e. Leaf and Yard Waste, including tree stumps, sod and landscaping debris;
- f. Trees, tree limbs, stumps, or branches;
- g. Automobile parts: Batteries, engines, doors, autobody pieces, etc.;
- h. Solid or liquid agricultural wastes;
- i. TVs and Computer Monitors
- j. Hazardous Materials: Any and all substances, products, by-products, waste or other materials of any nature or kind whatsoever which is or becomes listed, regulated, or addressed as hazardous, toxic, or a contaminant under any Federal or Massachusetts environmental law, and any materials, substances, by-products, water or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any such environmental law, and any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety or general welfare conditions. This includes, without limitation:
  - i. gasoline and waste oil,
  - ii. oil-based paints, turpentine, paint thinners and shellac,
  - iii. oven and drain cleaners and heavy-duty cleansers
  - iv. Pesticides
  - v. lead-acid and rechargeable or mercury-containing batteries
  - vi. Explosives
  - vii. propane tanks and gas cylinders
  - viii. PCBs and radioactive waste
  - ix. fluorescent bulbs
  - x. any mercury-containing items
  - xi. Other listed by EPA or MassDEP as banned from disposal, except as specified for special collection.

**"Waste Bans"** are prohibitions according to 310 CMR 19.017 on the disposal and transfer of certain toxic and/or recyclable items: glass, metal and plastic containers; paper, including cardboard; leaf and yard waste; asphalt pavement, brick, concrete, metal, wood (except as disposed at combustion facilities); certain batteries; white goods; cathode ray tubes (TV and computer monitors); tires (except as disposed at combustion facilities); mattresses; and textiles.

**"Yard Waste"** includes leaves, grass clippings, tree and shrub prunings, wood chips, small vegetable and flower plant matter, twigs and branches less than four (4) feet long and three (1) inch in diameter, tied bundles of branches and limbs that are less than four (4) feet long and three (3) inches in diameter and other vegetative matter.

## 1. COLLECTION REQUIREMENTS FOR CURBSIDE & DUMPSTER COLLECTIONS

### 1.1. Frequency of Collection.

- 1.1.1.** All Collections shall be performed during specified hours on Monday through Friday.
    - 1.1.2.** Collections may occur on a Saturday with the prior written permission of the Municipality or when an Observed Holiday, listed on Exhibit A, or a when a weather-related condition interferes with the normal collection schedule. The decision to change a collection day due to occurrences of adverse weather is subject to the prior written consent of the Director or their designee. The Town reserves the right to postpone collections due to anticipated weather conditions.
    - 1.1.3.** For those weeks in which an Observed Holiday, as defined in Exhibit A, occurs on a regularly scheduled collection day, Collections will occur on the next calendar day (i.e., collection will fall on a Tuesday when an Observed Holiday occurs on a Monday, the service that should have occurred on Tuesday shall occur on Wednesday, and so on).
  - 1.2. Hours of Collection.** The Contractor shall not begin Curbside Collections or dumpster collection before 7:00 AM in compliance with local noise ordinances. Such collection will not occur after 5:00 PM, except for occasions when collection after 5:00 PM is unavoidable due to adverse weather conditions, unusually heavy volumes, delays at the disposal or processing facilities, or as result of mechanical problems with the Contractor's equipment. The Contractor's route manager shall notify the Director or their designee when circumstances require collection to go beyond 5:00 PM.
  - 1.3. Late Collections.** If the Contractor collects Curbside Collections after 5:00 PM without the prior consent of the Director on more than one occasion in a thirty (30) day period, the Director may require, by written notice, that the Contractor increase the number of vehicles used pursuant to the provisions of Section 3.1 of these Specifications. The Contractor agrees to provide information related to the timing of specific completed collections, including but not limited to GPS data, to the Municipality within three (3) business days of the Municipality's request for such information.

    - 1.3.1.** If a street on a collection route is blocked for any reason, the Contractor shall approach the street from another direction or shall return at a later time that day, or at the latest, the morning of the next service day before starting that day's regular route. The Contractor's route manager shall inform the Municipality Representative immediately once they determine if collection is impossible on the regular collection day due to blocked access. In such instances, the Director will make all reasonable effort to assist in obtaining access.
    - 1.3.2** The Municipality will make efforts to coordinate collection in advance if streets are blocked for planned construction projects. For example, trucks may be asked to stage at 7:00 AM on a street that is scheduled to be paved to provide collection service before paving begins for the day.
- 1.4 Special Collections** - The Contractor shall be required to make a return trip or special collection to any residence or dumpster through failure of the Contractor. In addition, the Contractor may be required, at the Town's discretion, to make a maximum of fifteen (15) special collections or return trips per week at no additional cost to Town which special collection is not the fault of

the contractor. Additional costs for minor special collections beyond fifteen per week shall be negotiated annually at the start of each contract year.

- 1.5 Handling of Containers** – The Contractor shall handle dumpsters and Containers of Trash, Recyclables, or Yard Waste with care so that they will not be damaged. If containers are blocked by parked cars, drivers are required to get out of the trucks and manually move containers to the nearest available area to service each, such as a driveway or sidewalk ramp. After Trash and Recyclables containers are emptied, they shall be returned “right-side up” to the approximate place where found. Containers shall be placed in a manner so as not to block driveways, streets, or sidewalks. When, in the sole judgement of the Municipality, employees of the Contractor damages, destroys or disposes of a Service Recipient’s curbside collection container, the Contractor shall reimburse the Municipality for replacement of such container(s). The Municipality shall provide written notice of such instances of damage, destruction, or disposal of curbside containers on a monthly basis, which will include the replacement cost of each.
- 1.6 Clean up on Route** – The Contractor must pick up all spilled, blown, littered, and broken material resulting from its collection and hauling services. All trucks used to provide such services must be equipped with a broom and shovel. If at any time during Curbside Collections materials are spilled onto a street, sidewalk, or private property, the Contractor shall clean up and place in the collection vehicle all materials before proceeding to the next collection stop. If further arrangements are necessary for the immediate clean-up of spilled materials, Contractor shall immediately notify the Chase Vehicle for assistance. If further arrangements are still necessary to resolve the situation, Contractor will communicate to the Municipality the unclean, unworkable, and/or unsafe condition.
- 1.7 Chase Vehicle** – The Contractor shall have available for constant use one or more "chase" vehicles that will inspect and follow up each Collection Route daily to assure that collections are made in accordance with agreed upon provisions. Such "chase vehicles" shall also be used to respond to complaints and make immediate collection of Trash and Recyclables from complainants or where not otherwise properly collected. Chase vehicles may also be used to pick up identified special circumstances as requested by the Municipality.
- 1.8 Deviation from Collection Schedule**
- 1.8.1** The Contractor shall not deviate from the approved collection schedule absent extenuating circumstances, as described in Section 1.1 above.
  - 1.8.2** The Contractor shall receive prior written authorization from the Municipality before any change or cancellation to the collection schedule or services.
  - 1.8.3** In the event that collection services are interrupted as provided in Section 1.1 and subsections, collection of the interrupted routes shall be resumed as soon as possible and the Municipality shall be notified immediately of the change.
  - 1.8.4** In the event that collection services were delayed due to factors outside of the control of the service recipient, other than a delay due to a holiday, the Contractor shall accept all overflow trash from Service Recipients when collection resumes.

- 1.8.5** Should the Contractor fail to provide or complete any collection without compliance with the provisions of Section 1.1, the Contractor shall be subject to action by the Municipality as provided in this Contract or by law.
- 1.8.6** If, on occasion, a route cannot be completed due to Contractor's equipment failure and a vehicle from another route covers the incomplete route, a notification to the Municipality must be provided, no later than 4PM on the day the incomplete route occurs.

## **1.9 Prevention and Clean-up of Uncontrolled Release of Materials**

- 1.9.1** The Contractor shall operate its Curbside Collections vehicles in such a manner that the vehicles will contain all materials within the vehicle and prevent an uncontrolled (and/or unintentional) release of any materials collected. The Contractor shall equip, operate and maintain all vehicles and equipment in a manner to prevent any uncontrolled or unintentional release of any contents, including but not limited to blowing or spillage, e.g., tight fitting covers, gaskets, doors for the prevention of leakage or any other unintentional release.
- 1.9.2** If any released material causes, or has the potential to cause, an unsafe condition, including traffic disruption (e.g., broken glass or gas fumes from any oils), Contractor shall immediately call the local police, fire department or other emergency service as well as notify the Municipality Representative.
- 1.9.3** If the release of any material requires reporting to any governmental body pursuant to any federal, state or local law, the Contractor shall do so immediately and notify the Municipality Representative of the release in writing and furnish the Municipality with a copy of such report.
- 1.9.4** The operator of the vehicle or equipment shall remain at the site until instructed to leave by the authority in charge or the governing body.

## **2. COLLECTION ROUTES**

- 2.1 Collection Plan** - Collection routes are included in Exhibit J. The Contractor shall develop a collection plan detailing the truck deployment within each route for each service it provides to the Municipality. The collection plan shall include, at a minimum, the following information for the collection route:
- Maps of start and end points for each truck within a route.
  - A plan to avoid particularly congested areas, such as school zones at peak times
- 2.2 Collection Plan Deadline** – The Contractor shall submit to the Municipality the completed collection plan not less than ninety (90) days prior to the start of collection services for the Municipality's approval. The Contractor's collection plan shall be approved by the Municipality at least fourteen (14) days prior to implementation.

- 2.3 Collection Plan Changes** – The Contractor, from time to time, may propose changes to the routes for the Municipality’s prior approval, which approval shall not be unreasonably withheld.

### **3. COLLECTION VEHICLES FOR ALL SERVICES**

- 3.1 Vehicle Quantity and Quality.** All vehicles used for the provision of collection services shall be of sufficient size and capacity to operate efficiently. The Contractor shall maintain all collection vehicles in a safe and clean condition. All parts and systems of the vehicles and equipment shall operate properly and be maintained in a condition satisfactory for public safety. Each vehicle and piece of equipment shall be compatible for safe and efficient unloading at the receiving facility. The Contractor warrants that by the Commencement Date of this Agreement, it shall own new equipment or already have existing equipment and/or have the exclusive right to use a sufficient number of existing collection vehicles and all necessary equipment, including reserve equipment in case of breakdowns of vehicles or equipment, so that there shall be no unnecessary delay in any collection services in accordance with the provisions of this Agreement. New vehicles put into service pursuant to this Agreement shall be state of the art vehicles capable of automated and/ or manual collection. All vehicles and/or employees of the Contractor in the performance of this Agreement shall have access to communications equipment, which operates on frequencies that shall not interfere with existing area frequencies or mobile communications. Each vehicle shall carry communications equipment. Communications equipment shall be assigned to a specific vehicle. The Municipality shall have the power at any time to order the Contractor to increase the number of vehicles, at no additional cost to the Town, if in the judgment of the Director of Public Works such an increase is necessary for the fulfillment of the Agreement. If upon receipt of such order, the Contractor fails to comply with such order within ten (10) days, or fails to respond with adequate reason acceptable by the Director as to why the increase is not warranted, such failure shall constitute a breach of the Agreement, and the Contractor shall forfeit in the form of liquidated damages the sum of \$2,500.00 for each day the Contractor fails to comply with such order, said penalty to be imposed for each additional truck ordered by the Municipality, but not placed in service by the Contractor.
- 3.2 Vehicle Emissions.** All vehicles with diesel engines must be retrofitted with the latest available technology to minimize exhaust emissions. Fuel efficiency of actual collection vehicles used within the Municipality shall be made available to the Municipality upon request.
- 3.3 Spare Vehicles.** The Contractor shall provide sufficient spare collection vehicles and equipment to ensure uninterrupted service throughout the term of the Contract. Spare equipment used in the collection and transport of Curbside Collections shall be functionally equivalent and compatible with primary equipment.
- 3.4 Vehicle Condition.** Bodies for the trucks to be used for Curbside Collections shall be enclosed, watertight, readily cleanable, and sanitary, and capable of being unloaded by dumping or automatic push-out means. All equipment used by the Contractor shall be a standard product of a reputable manufacturer, so that continuing service and delivery of spare parts may be assured. The component parts of the equipment need not be a product of the same manufacturer. The body shall be so mounted that when fully loaded, the axle loading shall fall within the maximum load limit per axle as prescribed by state law and municipal code.

- 3.4.1** The Contractor shall make adequate provision for maintenance and prompt repair of their equipment. All equipment used for the collection and transportation of Curbside Collections shall be thoroughly cleaned, both inside and outside, at least once each week, and sprayed with such deodorizing materials as may be deemed necessary by the Municipality. All equipment used by the Contractor shall be subject to inspection by the Municipality for sanitation, safety and appearance and use of such equipment shall be subject to approval or rejection by the Municipality at any time. The Contractor will replace any rejected equipment as soon as reasonably possible. Back-up equipment will be used if front-line vehicles are unavailable.
- 3.4.2** Vehicles to be used for collection must be clearly marked as being the Arlington's collection vehicles by the Contractor. If the vehicles used are for more than one purpose, the Contractor must provide and use an attachable sign that clearly indicates the type of material being collected. Prior to the commencement of service, Contractor shall provide the Municipality with a list with assigned truck numbers, indicating which service each truck will provide in each route. After service has commenced, daily truck assignments will be sent to the Municipality Representative.
- 3.4.3** Proposers shall provide specifications regarding the number and type of collection vehicles, as well as where this equipment will be housed and maintained, along with corresponding personnel, in their Proposal.

#### **4. SERVICE FOR DUMPSTERS, and CARTS**

- 4.1.** Service for Dumpsters/Carts at schools, municipal buildings, and select locations that are currently served through the Municipal program will remain bundled with the rest of the residential contract. Exhibit C lists all municipal facilities, schools, and properties that require service and the desired size and type of container and frequency of service.
- 4.2. Containers.** The Contractor shall provide the specified quantity and size of dumpsters, roll-off containers, compactors, and carts for Trash & Recyclables collected at schools, municipal facilities, and all other sites listed Exhibit C by the Commencement Date. The Contractor shall be responsible for closing dumpster lids and, where dumpsters are enclosed, for opening and securely closing dumpster enclosures after collection.
- 4.3. Container Condition & Repair.** Dumpsters and Contractor-provided carts (Dumpsters and Carts) shall have intact lids. Dumpsters and Carts shall be thoroughly cleaned, inside and out, and deodorized as needed when instructed by the Municipality. Dumpsters and Carts shall be cleaned and/or deodorized within seven (7) days upon request by the Municipality at no additional cost. All Dumpsters and Carts shall be subject to inspection for sanitation, safety and appearance and subject to approval or rejection by the Municipality, at any time. Dumpsters and Carts which are rusted, broken, leaking, missing lids or have broken/inoperable lids shall be repaired or replaced within seven (7) days of notification by the Municipality at no additional cost. Under no circumstances shall any multifamily property, school or municipal facility be left without a collection container (dumpster or cart) for any period of time.

- 4.4. Pricing.** Proposals are sought for pricing for collection of various sizes of dumpsters, roll-off containers, and carts beyond those provided in the base contract as indicated in Exhibit C. Pricing for trash dumpster service shall include container rental and hauling. Disposal of trash collected is a separate bid item. Pricing for recycling dumpster service shall include container rental and hauling. Processing of recyclables collected is a separate bid item. Pricing is requested standard (non-compacting) dumpsters for trash and recycling. This pricing may be used for adding and subtracting dumpsters from the list currently included in Exhibit C over the course of this contract.

## **5. CART SERVICES**

- 5.1.** Proposals are sought for cart services and maintenance for equipment provided by the Municipality as part of a proposed Automated Trash and Recycling program. Cart services include repairs, deliveries, swaps, and removals. Cart services must be performed daily. Cart service routes will be prepared daily to align with residential trash days. Cart delivery requests shall be completed within five (5) business days from receipt of request. All other cart services must be completed within ten (10) business days from receipt of request.
- 5.2.** Procurement and inventory tracking of parts will be the responsibility of the Contractor. Cart ownership will remain with the Municipality. The annual allotment of carts shall be determined in conjunction with Exhibit B. If the annual cart allotment is exceeded, the Contractor will be responsible for procurement and cost of additional carts unless the Municipality determines that the need for additional carts is due to negligence of the Municipality or the Service Recipient.
- 5.3.** Customer service for incoming cart service requests will be handled by the Contractor. See Section 17. Any Service requests from the Municipality to the Contractor will be provided weekly.
- 5.4.** Contractor will administer daily list of cart services including, but not limited to, preparing the work orders to be fulfilled for a given day, providing the work orders to the cart service technician no later than 7:00 am of that day, and closing cart service requests for fulfilled work orders no later 9:00 am the following business day.
- 5.5.** The Town reserves the right to purchase and issue carts for Trash and Recycling to residential customers.

## **6. TRASH DISPOSAL**

- 7.1.** Proposals are sought for disposal of trash daily collection under this contract. On average, the daily trash tonnage collected from Arlington is 48 tons.
- 7.2.** The Contractor shall deliver trash collected curbside to the location chosen by the Municipality for the duration of the Contract.

- 7.3.** If a Contractor has based any of their pricing assuming being awarded the disposal contract, a separate price for such items should be provide if they will be impacted by not being awarded the disposal contract.

## **7. CURBSIDE TRASH COLLECTION**

- 7.1** Proposals are sought for weekly collection and transportation of solid waste that is not otherwise considered to be recyclable, yard waste, hazardous waste, universal waste, construction or demolition debris, whitegoods, bulky items, or unacceptable waste (i.e., “Trash”) to the Municipality’s designated disposal facility from all Service Recipients listed in Exhibit B&C. Two options are being considered for Arlington’s Program, Manual and Single Cart Collection

- 7.1.1. Manual Collection:** Under this option, collection would occur consistent with Arlington’s current program.

**7.1.1a** The Municipality has approximately 15,000 trash stops that receive weekly collection service. Any stop not provided a dumpster or cart is allowed 3 containers (up to 100 gallons) of waste weekly. Containers set out for collection may not exceed fifty (50) pounds.

**7.1.1b** The Municipality allows for one burnable bulky item to be collected curbside weekly. (See Exhibit D for details).

**7.1.1c** The Municipality’s Commercial Curbside “Orange Bag” collection (current locations shown in Exhibit L) will be included in the base contract. The Town expects this program to grow in the near future. Up to 100 stops should be considered as the base for the contract. Additional locations above this amount will be paid for per the Price Proposal Sheet, item – Overflow Trash Bag Collection.

- 7.1.2. Single Cart Collection:** Under this option, the municipality would provide a single cart to each property (not served by a dumpster) acceptable for automated collection.

**7.1.2a** The Municipality has approximately 15,000 trash stops that receive weekly collection service. Carts set out for collection may not exceed fifty (50) pounds. Any trash outside the cart will not be collected unless specified in Section 7.6. The Municipality reserves the right to modify the provided cart size, in whole or in part, during the duration of the Contract.

**7.1.2b** Service Recipients may be allowed additional supplemental carts upon request for extra waste that cannot fit into a household’s issued cart. These additional carts will be collected with regular weekly service. The Municipality is not obligated to notify the Contractor of any additions or deletions of collection service recipients for curbside collection. Service additions or deletions will be based on cart deliveries and removals, and billed in accordance with the Price Proposal Sheet.



**7.1.2c** The Contractor shall only collect Trash that is inside the automated cart(s) such that the lid is closed and/or in an Overflow Trash Bag(s) on top of or next to the collection cart.

**7.1.2d** The Municipality's Commercial Curbside "Orange Bag" collection (current locations shown in Exhibit L) will be included in the base contract. The Town expects this program to grow in the near future. Up to 100 stops should be considered as the base for the contract. Additional locations above this amount will be paid for per the Price Proposal Sheet, item – Overflow Trash Bag Collection.

**7.2** Trash collected from curbside Acceptable Equipment in Municipality must not be combined with trash from other sources under any circumstances.

**7.3** The Contractor shall collect trash only in amounts that comply with the curbside setout limitations set by the Municipality

**7.4** The Contractor shall be responsible for assuring that collected Trash delivered to the disposal facility meets the facility's standards. Therefore, the Contractor is responsible for following the rejection procedure outlined in Section 7.8 when any container contains unacceptable materials, improperly mixed materials or materials not properly prepared for collection are identified.

## **7.5 MULTIFAMILY AND OTHER DUMPSTER COLLECTION**

**7.5.1** See Exhibit D for a list of dumpster locations included in the Municipal Trash Collection, to be serviced as indicated.

**7.5.1a** A second dumpster service may be contracted by the multifamily directly with the Contractor. Costs associated for the collection and disposal shall be separate from this contract and billed directly to the requestor.

## **7.6 OVERFLOW TRASH BAGS**

The Municipality reserves the right to make available to Service Recipients authorized Overflow Trash Bags for trash generated that does not fit into the Approved Equipment or within the stated trash limit. Cost for collection shall be as set forth in the Price Proposal Sheet

## **7.7 SET OUT PROCEDURES**

Contractor shall collect Trash that has been placed at the curbside for collection. If Approved Equipment is blocked by parked cars, drivers are required to get out of the trucks and manually bring containers to the nearest available area to service, such as a driveway or sidewalk ramp. Curbside refers to the portion of the right-of-way adjacent to paved or traveled roadways. Containers set out for collection by Service Recipients shall be placed in

such a manner as to allow unhindered collection service without blocking the sidewalk or vehicles in the right-of-way.

- 7.7.1** The Contractor shall be responsible for any penalties associated with the collection or disposal of any Unacceptable Waste.
- 7.7.2** Items that are unacceptable for Trash collection are subject to change, and the Municipality shall notify the Contractor of any changes as soon as practicable.
- 7.7.3** Any penalties and fines imposed by the materials recovery facility for failure to meet specifications and any facility rejections shall be the sole responsibility of the Contractor. Any and all tipping fees or other disposal costs for rejected materials shall be the sole responsibility of the Contractor.

## **7.8 REJECTION PROCEDURE**

Contractor shall reject any unacceptable materials placed out for collection or containers improperly set out for collection pursuant to the process set forth in this paragraph.

- 7.8.1** Containers, Approved Equipment, or materials rejected by the Contractor shall be tagged by the Contractor with a "Rejected" sticker applied in an obvious location, with the reason for rejection clearly stated on the sticker.
- 7.8.2** Contractor's notifications of rejected material will be sent to the Municipality Representative by 5:00 PM on the day of collection, including the address of the collection and reason for the rejection. When possible, a photo shall be included.
- 7.8.3** Municipality will provide Contractor with the rejection stickers. Contractor must maintain an adequate inventory of rejection tags/stickers for improperly set out materials and notify the Municipality in a timely fashion when more rejection stickers are needed.
- 7.8.4** Failure of the Contractor to place the "Rejected" sticker on unacceptable materials or improperly set out containers left at the curb will be treated as a missed collection and, at the determination of the Director, or designee, the Contractor shall be required to return to that location to collect the material or place such a sticker on the unacceptable material or improperly set out cart.

## **7.9 DISPOSAL PROHIBITION**

The Contractor shall only deliver Acceptable Waste collected under the Contract to a processing facility, broker, or end user approved for such purpose by the MassDEP and the Municipality, and Contractor shall certify that collected materials were delivered to such approved site.

## **7.10 OWNERSHIP of MATERIAL**

The Contractor shall own the Acceptable Waste once loaded into Contractor's vehicles. Contractor will not take title to Unacceptable Waste. If there is an unacceptable material as defined above that was identified prior to the collection, the Contractor shall follow the rejection procedure as outlined in Section 7.8.

## **8. CURBSIDE RECYCLING COLLECTION**

- 8.1.** The proposal shall include pricing for weekly curbside collection from all Service Recipients of single stream recycling that includes mixed paper (including: newspaper and inserts; magazines, paper-bound books and catalogs; office and school paper; junk mail; chipboard/boxboard and corrugated cardboard containers) and comingled containers (including: glass food and beverage containers in any color; aluminum pie plates, containers, and clean foil; and all plastic bottles, jars, jugs and tubs; steel, aluminum tin and bi-metal food and beverage containers (collectively, "Recyclables," also refer to Exhibit E) and transportation to the Municipality's designated Material Recovery Facility. Two options are being considered for Arlington's Program, Manual and Cart Collection
- 8.1.1** Manual Collection: Under this option, collection would occur consistent with Arlington's current program.
- 8.1.1a** The Municipality has approximately 15,000 recycling stops that receive weekly collection service. Residents in buildings ranging from 1-6 family dwellings provide their own equipment, required to either be the color blue or have clearly visible the Town's "RECYCLING" green bumper sticker. Containers set out for collection may not exceed fifty (50) pounds. Any recyclable material outside the container is also collected, there is no limit on the amount of recycling a Service Recipient can place out per week.
- 8.1.1b** The Municipality services all multifamily buildings and the Contractor provides 96 Gallon carts for collection of recyclable material.
- 8.1.1c** Additional equipment as outlined in Exhibit C will be provided by the contractor upon request by the municipality.
- 8.1.2** Automated/Semi-automated Collection Service: Under this option, the municipality would provide a single cart to each property (not served by a dumpster) acceptable for automated collection.
- 8.1.2a** The Municipality recycling collection program utilizes blue carts in two sizes: 64-gallon for residences and 96-gallon for multifamily and other buildings. There are approximately 15,000 recycling stops carts that receive weekly service in the Municipality. The Municipality reserves the right to modify the provided cart size, in whole or in part, during the duration of the Contract.
- 8.1.2b** Service Recipients may be allowed additional supplemental carts upon request for extra recyclables which cannot fit into a household's issued cart at annual fees as determined by the Municipality. These additional carts will be collected with regular weekly service. The Municipality is not obligated to notify the Contractor of any additions or deletions of collection service recipients for curbside collection. Service additions or deletions will be based on cart deliveries and removals, and billed in accordance with the Price Proposal Sheet.

**8.2** Recyclables collected from curbside Approved Equipment in the Municipality must not be combined with recyclables from other sources under any circumstances.

8.2.1 The Contractor shall collect recyclables only in amounts that comply with the curbside setout limitations set by the Municipality.

8.2.2 The Contractor shall be responsible for assuring that collected Recyclables delivered to the materials recovery facility meets the processing facility's standards. Therefore, the Contractor is responsible for following the rejection procedure outlined in Section 8.4 when any recycling container which contains unacceptable materials, improperly mixed materials or materials not properly prepared for collection are identified.

**8.3 SET OUT PROCEDURES**

The Contractor shall collect Recyclables from Approved Equipment that are placed at the curbside for collection. If equipment is blocked by parked cars, drivers are required to get out of the trucks and manually move equipment to the nearest available area to service, such as a driveway or sidewalk ramp. Curbside refers to the portion of the right-of-way adjacent to paved or traveled roadways. Equipment set out for collection by Service Recipients shall be placed in such a manner as to allow unhindered collection service without blocking the sidewalk or vehicles in the right-of-way.

**8.3.1.** The Contractor shall be responsible for any penalties associated with the collection or disposal of any Unacceptable Waste.

**8.3.2.** Items that are unacceptable for Recyclables collection are subject to change, and the Municipality shall notify the Contractor of any changes as soon as practicable.

**8.3.3.** Any penalties and fines imposed by the materials recovery facility for failure to meet specifications and any facility rejections shall be the sole responsibility of the Contractor. Any and all tipping fees or other disposal costs for rejected materials shall be the sole responsibility of the Contractor.

**8.4 REJECTION PROCEDURE**

The Contractor shall reject any unacceptable materials placed out for collection or Approved Equipment improperly set out for collection pursuant to the process set forth in this paragraph.

**8.4.1** Containers or materials rejected by the Contractor shall be tagged by the Contractor with a "Rejected" sticker applied in an obvious location, with the reason for rejection clearly stated on the sticker.

**8.4.2** Contractor's notifications of rejected material will be sent to the Municipality Representative by 5:00 PM on the day of collection, including the address of the collection and reason for the rejection. When possible, a photo shall be included.

**8.4.3** Municipality will provide Contractor with the rejection stickers. Contractor must maintain an adequate inventory of rejection tags/stickers for improperly set out

materials and notify the Municipality in a timely fashion when more rejection stickers are needed.

- 8.4.4** Failure of the Contractor to place the “Rejected” sticker on unacceptable materials or improperly set out containers left at the curb will be treated as a missed collection and, at the determination of the Director, or designee, the Contractor shall be required to return to that location to collect the material or place such a sticker on the unacceptable material or improperly set out container.

## **8.5 DISPOSAL PROHIBITION**

The Contractor shall only deliver Recyclables collected under the Contract to a processing facility, broker, or end user approved for such purpose by the MassDEP and the Municipality, and Contractor shall certify that collected materials were delivered to such approved site.

## **8.6 OWNERSHIP OF MATERIAL**

The Municipality shall maintain ownership of collected Recyclables loaded into Contractor’s vehicles. Contractor will not take title to Unacceptable Waste. If there is an unacceptable material as defined above that was identified prior to the collection, the Contractor shall follow the rejection procedure as outlined in Section 8.4.

## **9. RECYCLABLES PROCESSING**

- 9.1.** The Contractor shall determine and include pricing for the most cost-effective location for processing of collected Recyclables. The location shall be a materials recovery facility where materials are sorted and prepared for delivery to markets for recycling or reuse (“MRF”). All Recyclable materials are to be recycled when technically feasible. If the Municipality determines that there are materials not being recycled by the Contractor, the Municipality may require the Contractor deliver the materials to a different MRF at no additional cost.
- 9.1.1** If a Contractor has based any of their pricing assuming being awarded the Processing of Recyclables, a separate price for such items should be provide if they will be impacted by not being awarded the Processing item.
- 9.2.** It is the intent of the Municipality to reach an agreement with the Contractor on a formula for a fair fee for Recyclable Materials delivered for processing at a facility chosen by the Contractor (“Processing Fee”). Contractor must include an itemized list of services covered by the Processing Fee in the proposal. Exhibit E contains a detailed proposed agreement regarding single stream recycling specification, terms, and conditions. Any proposed changes to Exhibit E will be included as an attachment in the proposal with the itemized list of services covered by the Processing Fee.
- 9.3.** Acceptable materials within the single stream recycling shall follow the MassDEP Recycle Smart program guidelines. General recycling specifications are included in Exhibit E, Appendix A.
- 9.4.** The Contractor shall perform annual (at a minimum) or semi-annual (preferred) composition audits on the materials brought to the MRF that were collected from the Municipality. These

audits will establish the Municipal Commodity Composition of the recyclables collected within the Municipality. Annual or semi-annual frequency will be mutually agreed upon by the Municipality and the Contractor and established in the Contract.

- 9.5.** Each month the Contractor will provide to the Municipality an Average Commodity Revenue calculation worksheet sent as a Microsoft Excel file. To determine the Average Commodity Revenue value, the Contractor will multiply the Municipal Commodity Composition by the market value for each recyclable commodity, as listed on an acceptable pricing index, such as Secondary Materials Pricing Index found at [www.recyclingmarkets.net](http://www.recyclingmarkets.net). The Average Commodity Revenue will be deducted from the Processing Fee resulting in the Net Processing Fee to the Municipality. Revenue sharing will provide an eighty (80%) percent rebate to the Municipality when the Net Processing Fee is above zero dollars. Details of this formula are found in Exhibit E.
- 9.6.** The Contractor shall perform a minimum of one (1) Contamination Audit in order to identify the overall percentage of “Non-Recyclables” or “Contamination” present within the first sixty (60) days of each contract year on single-stream material generated by the Municipality and agrees to provide the Municipality sixty (60) days’ notice in advance of any other contamination audit. The Municipality may also request additional contamination audits for the fee specified on the Price Proposal Sheet. When the percentage of Non-Recyclables exceeds ten (10%) percent, by weight, this excess Contamination rate will be effective the month immediately following the most recent Contamination Audit and the Municipality shall be subject to an Excess Contamination Charge set forth in Exhibit E, Appendix B. The Municipality shall be permitted to observe any and all Contamination Audit process and to this end, the Contractor shall provide a schedule of when each audit sample will be collected from the tipping floor and sorted in the audit area. Any changes to this schedule will be communicated to the Municipality in advance of the change and allow at least one (1) business days’ notice. Contamination Audit results shall be compiled in a report and presented to the Municipality within ten (10) business days. The report will include pictures, total sample weight, weight of recyclables, weight of overall contaminants, the collection day, truck number and route number from which each sample originated.
- 9.7.** Any penalties and fines imposed by a recycling processing facility for failure to meet specifications and any facility rejections of trucks shall be the sole responsibility of the Curbside Recyclables Collection Contractor. Any and all tipping fees or other disposal costs for rejected recyclable materials processed by the MRF shall be the sole responsibility of the Recyclables Processing Contractor.

## **10. CURBSIDE ORGANICS COLLECTION**

- 10.1.** Proposals are sought for weekly curbside collection of organics (food waste) and transportation and tipping at a designated composting facility, approved anerobic digester, or other viable processing facility from all voluntarily participating Service Recipients. Proposals should include scalable pricing as this service is intended to be rolled out as a voluntary program and may not encompass the entire Town to start.
- 10.2. Organics Collection Containers.** Proposals shall include a plan for procurement, which may include municipal procurement using MassDEP grant opportunities, and rollout of collection

containers and collection container service. The Municipality is open to discussion of the procurement of residential collection containers and pricing is not required to be included on the Price Proposal Sheet. Exhibit C provides the location of all Service Recipients that would potentially need a centralized location for the collection of food waste in larger wheeled carts, should the location opt-in for organics service.

- 10.3. Set Out Procedures.** Contractor shall collect organics from collection carts that are placed at the curbside for collection. If carts are blocked by parked cars, drivers are required to get out of the trucks and manually wheel carts to the nearest available area to service the carts, such as a driveway or sidewalk ramp. Curbside refers to the portion of the right-of-way adjacent to paved or traveled roadways. Containers and set out for collection by Service Recipients shall be placed in such a manner as to allow unhindered collection service without blocking the sidewalk or vehicles in the right-of-way.
- 10.4. Acceptable Food Waste Materials.** Acceptable Food Waste Material for collection includes the following:
- a. Food material, including vegetable peels, meat, bones, shells
  - b. Coffee grounds and filters
  - c. Paper towels, napkins
  - d. Sawdust
  - e. Other materials approved in writing by the Contractor, prior to the start of the contract
- 10.5 Unacceptable Materials for Food Waste Collection.** Only Acceptable Food Waste Materials may be collected. The following are common unacceptable materials for food waste collection:
- a. Waxed cardboard
  - b. Aseptic cartons
  - c. Plastic
  - d. Aluminum foil
  - e. Unacceptable Waste
  - f. Other materials listed as prohibited, in writing, by the Contractor prior to the start of the contract
- 10.6 Ownership of Materials** – The Contractor shall own the organics (food waste) once loaded into Contractor’s vehicles. Contractor will not take title to Unacceptable Waste. If there is an unacceptable material as defined above that was identified prior to the collection, the Contractor shall follow the rejection procedure as outlined in Section 10.8.
- 10.7. Disposal Prohibition** – The Contractor shall only deliver Food Waste materials collected under the Contract to a processing facility, broker, or end user approved for such purpose by the MassDEP and the Municipality, and Contractor shall certify that collected materials were delivered to such approved site.
- 10.8. Rejection Procedure.** The Contractor shall reject any unacceptable materials placed out for collection or carts improperly set out for collection pursuant to the process set forth in this paragraph.

- 10.8.1.** Carts or materials rejected by the Contractor shall be tagged by the Contractor with a “Rejected” sticker applied in an obvious location, with the reason for rejection clearly stated on the sticker.
- 10.8.2.** Contractor’s notifications of rejected material will be sent to the Municipality Representative by 5:00 PM on the day of collection, including the address of the collection and reason for the rejection. When possible, a photo shall be included.
- 10.8.3.** Municipality will provide Contractor with the rejection stickers. Contractor must maintain an adequate inventory of rejection tags/stickers for improperly set out materials and notify the Municipality in a timely fashion when more rejection stickers are needed.
- 10.8.4.** Failure of the Contractor to place the “Rejected” sticker on unacceptable materials or improperly set out carts left at the curb will be treated as a missed collection and, at the determination of the Director, or designee, the Contractor shall be required to return to that location to collect the material or place such a sticker on the unacceptable material or improperly set out cart.

## **11. CURBSIDE YARD WASTE COLLECTION**

- 11.1.** Proposals are sought for seasonal curbside collection of yard waste and transportation to a designated composting facility from all Service Recipients.

Two options are being considered for Arlington’s Yard Waste Collection program, Unlimited and weekly limit

- 11.1.1. Unlimited:** Under this option, collection would occur consistent with Arlington's current program where an unlimited amount of yard waste can be placed curbside during the approved collection weeks.

- 11.1.2. Five Bag Weekly Limit:** Under this option, the number of yard waste bags allowed for pick up weekly would be limited to five (5). This is being proposed to help anticipate volume in order to provide consistent service.

**11.1.2a** The term “Bag” will include containers as described in Section 11.4.

- 11.2. Collection Weeks.** Between April 1 and the 3<sup>rd</sup> Friday in December weekly yard waste collection is required. Two weeks of Christmas tree collection shall be provided in January each year.
- 11.3. Number of Trucks.** The Contractor shall furnish enough collection trucks to account for seasonal variability in yard waste collection so that daily routes are completed.
- 11.4. Set-Out Procedure.** Yard waste shall be placed at the curb for collection in paper yard waste bags or a privately owned container less than 50 gallons (clearly marked “Yard Trimmings”). All yard waste bags or containers must weigh less than 50 pounds.



**11.5. Acceptable Yard Waste Materials.** Acceptable Yard Waste Material for collection includes the following:

- a. Grass Clippings
- b. Leaves
- c. Tree and Shrub Prunings
- d. Wood Chips
- e. Small Vegetable and Flower Plants
- f. Other Vegetative Matter
- g. Twigs and sticks less than 4' long and 3" in diameter
- h. Pumpkins
- i. Christmas trees that are not contained in a plastic bag and do not contain any decorations
- j. Other materials approved in writing by the Contractor, prior to the start of the contract.

**11.6. Unacceptable Materials for Yard Waste Collection.** The following materials are considered unacceptable materials for Yard Waste collection:

- a. Plastic Bags
- b. Dirt
- c. Sand
- d. Rocks
- e. Asphalt
- f. Brick
- g. Concrete

**11.7. Ownership of Materials.** This service is solely for the transportation of yard waste from the curb to a disposal site within 30 miles radius of Arlington. The current site for disposal is Woods Trucking in Peabody. Alternate sites proposed by the Contractor will be considered

**11.8 Rejection Procedure.** The Contractor shall reject any unacceptable materials placed out for collection or containers or bags improperly set out for collection pursuant to the process set forth in this paragraph.

**11.8.1** Containers, bags, or materials rejected by the Contractor shall be tagged by the Contractor with a "Rejected" sticker applied in an obvious location, with the reason for rejection clearly stated on the sticker.

**11.8.2** Contractor's notifications of rejected material will be sent to the Municipality Representative by 5:00 PM on the day of collection, including the address of the collection and reason for the rejection. When possible, a photo shall be included.

**11.8.3** Municipality will provide Contractor with the rejection stickers. Contractor must maintain an adequate inventory of rejection tags/stickers for improperly set out materials and notify the Municipality in a timely fashion when more rejection stickers are needed.

**11.8.4** Failure of the Contractor to place the "Rejected" sticker on unacceptable materials or improperly set out containers or bags left at the curb will be treated as a missed collection and, at the determination of the Director, or designee, the Contractor shall be required to return to that location to collect the material or place such a sticker on the unacceptable material or improperly set out containers or bags.

**12. BULKY ITEM COLLECTION**

- 12.1. Pricing.** Proposals are sought for a per item price for curbside collection of bulky items and hauling to the disposal site established by the Municipality and or Contractor.
- 12.2. Scheduling.** Customer service for incoming bulky item collection requests will be handled by the Contractor.
- 12.2.1.** The Contractor shall collect bulky items on either the Service Recipient's trash collection day or on one specified day each week (i.e., every Thursday). The desired schedule shall be included in the Proposal.
- 12.2.2.** The Contractor shall administer the daily list of bulky item collections including preparing each day's work orders by 7:00 AM and closing bulky item requests by 9:00 AM the following business day.
- 12.2.3.** The municipality reserves the right to remove this activity from the obligation of the Contractor, in which case the cost for this service will no longer be paid for by the municipality.
- 12.3. Set-Out Procedure**
- 12.3.1.** The collection point for Bulky Items shall be the curb, except in instances of properties receiving dumpster service, where the collection point will be in the area where dumpsters are stored. The collection point shall provide safe and efficient accessibility for Contractor's collection crew and vehicle.
- 12.3.2.** The Contractor may reject any large items not set out in accordance with this procedure.
- 12.4. Collection Limits.** There is no collection limit placed on Service Recipients because a per item fee is collected. The Contractor shall only collect the type and number of items indicated within the Contractor's work order tracking system.
- 12.5. Acceptable Bulky Items.** See Exhibit D for a comprehensive list of acceptable bulky items.
- 12.5.1. Unacceptable Bulky Items.** See Exhibit D for a comprehensive list of unacceptable bulky items.
- 12.6. Ownership of Materials.** *The Contractor* shall own Bulky Items once loaded into Contractor's vehicles, however the Municipality shall be responsible for paying the disposal tip fee unless a disposal fee per item is agreed upon with the Contractor.
- 12.7. Disposal.** The Contractor shall only deliver Bulky Items collected under the Contract to a regulated solid waste disposal facility approved for such purpose by the MassDEP and the Municipality, and Contractor shall certify that collected materials were delivered to such approved site.

**12.8. Rejection Procedure.** The Contractor shall reject any unacceptable or improperly set out materials placed for collection pursuant to the process set forth in this paragraph.

**12.8.1.** Materials rejected by the Contractor shall be tagged by the Contractor with a “Rejected” sticker applied in an obvious location, with the reason for rejection clearly stated on the sticker.

**12.8.2.** Contractor’s notifications of rejected material will be sent to the Municipality Representative by 5:00 PM on the day of collection, including the address of the collection and reason for the rejection. When possible, a photo shall be included

**12.8.3.** Municipality will provide Contractor with the rejection stickers. Contractor must maintain an adequate inventory of rejection tags/stickers for improperly set out materials and notify the Municipality in a timely fashion when more rejection stickers are needed.

**12.8.4.** Failure of the Contractor to place the “Rejected” sticker on unacceptable or improperly set out materials will be treated as a missed collection and, at the determination of the Director, or designee, the Contractor shall be required to return to that location to collect the material or place such a sticker on the unacceptable or improperly set out materials.

### **13. LARGE RECYCLABLE ITEM (WHITEGOODS) COLLECTION**

**13.1. Pricing.** Proposals are sought for a per item price for curbside collection of large recyclable items, also known as Whitegoods and safe disposal by the Contractor.

**13.2. Scheduling.** Customer service for incoming whitegoods item collection requests will be handled by the Contractor. The Contractor shall collect Whitegoods items on either the Service Recipient’s trash collection day or on one specified day each week (i.e., every Thursday). The desired schedule shall be included in the proposal.

**13.2.1.** The Contractor shall administer the daily list of Whitegoods item collections including preparing each day’s work orders by 7:00 AM and closing whitegoods item requests by 9:00 AM the following business day.

**13.3. Set-Out Procedure** The collection point for Whitegoods Items shall be the curb, except in instances of properties receiving dumpster service, where the collection point will be in the area where dumpsters are stored. The collection point shall provide safe and efficient accessibility for Contractor’s collection crew and vehicle.

**13.4. Acceptable Whitegoods.** See Exhibit D for a comprehensive list of acceptable large recyclable items by municipality.

**13.5. Unacceptable Whitegoods Items.**

**13.5.1.** See Exhibit D for a comprehensive list of unacceptable whitegoods items.

- 13.6. Ownership of Materials.** This service is for the transportation of large recyclable items from the collection point through to safe disposal/recycling through the Contractor.
- 13.7. Rejection Procedure.** The Contractor shall reject any unacceptable or improperly set out materials placed for collection pursuant to the process set forth in this paragraph.
- 13.7.1.** Materials rejected by the Contractor shall be tagged by the Contractor with a “Rejected” sticker applied in an obvious location, with the reason for rejection clearly stated on the sticker.
- 13.7.2.** Contractor’s notifications of rejected material will be sent to the Municipality Representative by 5:00 PM on the day of collection, including the address of the collection and reason for the rejection. When possible, a photo shall be included.
- 13.7.3.** Municipality will provide Contractor with the rejection stickers. Contractor must maintain an adequate inventory of rejection tags/stickers for improperly set out materials and notify the Municipality in a timely fashion when more rejection stickers are needed.
- 13.7.4.** Failure of the Contractor to place the “Rejected” sticker on unacceptable or improperly set out materials will be treated as a missed collection and, at the determination of the Director, or designee, the Contractor shall be required to return to that location to collect the material or place such a sticker on the unacceptable or improperly set out materials.
- 13.7.5** Missed Collection obligation: If, at the determination of the Director, or designee, a missed collection has occurred, the hauler will return the following day to collect the missed material.

#### **14. MATTRESS AND BOX SPRING COLLECTION & RECYCLING**

- 14.1. Pricing.** Proposals are sought for a per item price for collection and recycling of mattresses and box springs collected curbside and for collection and recycling of mattresses and box springs picked up from the Municipality’s Recycling Center.
- 14.1.1. Scheduling.** Customer service for incoming curbside mattress and box spring collection requests will be handled by the Contractor. The Contractor shall collect mattresses and box springs one day per week. The collection day will be agreed upon by the Municipality and the Contractor. The desired collection schedule shall be included in the Proposal.
- 14.1.2.** The Contractor shall administer the daily list of mattress and box spring collections including preparing each day’s work orders by 7:00 AM and closing mattress and box spring collection requests by 9:00 AM the following business day.
- 14.2. Set-Out Procedure**
- 14.2.1.** The collection point for curbside mattresses and box springs collection shall be the curb, except in instances of properties receiving dumpster service, where

the collection point will be in the area where dumpsters are stored. The collection point shall provide safe and efficient accessibility for Contractor's collection crew and vehicle.

**14.2.2. Rejection Procedure.** The Contractor shall reject any unacceptable or improperly set out materials placed for collection pursuant to the process set forth in this paragraph.

**14.2.2.1.** Materials rejected by the Contractor shall be tagged by the Contractor with a "Rejected" sticker applied in an obvious location, with the reason for rejection clearly stated on the sticker.

**14.2.2.2.** Contractor's notifications of rejected material will be sent to the Municipality Representative by 5:00 PM on the day of collection, including the address of the collection and reason for the rejection. When possible, a photo shall be included.

**14.2.2.3.** Municipality will provide Contractor with the rejection stickers. Contractor must maintain an adequate inventory of rejection tags/stickers for improperly set out materials and notify the Municipality in a timely fashion when more rejection stickers are needed.

**14.2.2.4.** Failure of the Contractor to place the "Rejected" sticker on unacceptable or improperly set out materials will be treated as a missed collection and, at the determination of the Director, or designee, the Contractor shall be required to return to that location to collect the material or place such a sticker on the unacceptable or improperly set out materials.

**14.3. Collection Limits.** There is no collection limit placed on Service Recipients because a per item fee is collected. The Contractor shall only collect the type and number of items indicated within the Municipality's work order tracking system.

**14.4. Acceptable Mattresses and Box Springs.** All mattresses and box springs that are in recyclable condition according to 310 CMR 19.017 including crib mattresses and foam mattresses.

**14.5. Unacceptable Mattresses and Box Springs.** Unacceptable mattresses and box springs include:

**14.5.1.** Mattresses or box springs that are contaminated with mold, bodily fluids, insects, oil, or hazardous substances.

**14.5.2.** Mattress pads, mattress toppers, sleeping bags, pillows, car beds, carriages, baskets, dressing tables, strollers, playpens, infant carriers, lounge pads, crib bumpers.

- 14.5.3.** Liquid or gaseous filled ticking, including any waterbed and any air mattress that does not contain upholstery material between the ticking and the mattress core.
- 14.5.4.** Mattresses in futons and sofa beds
- 14.5.5.** Any Unacceptable Waste.
- 14.6. Ownership of Materials.** The Contractor shall own all mattresses and box springs once loaded into Contractor's vehicles.
- 14.7. Disposal.** The Contractor shall only deliver mattresses and box springs collected under the Contract to a processing facility, broker, or end user approved for such purpose by the MassDEP and the Municipality, and Contractor shall certify that collected materials were delivered to such approved site.
- 14.8** Missed Collection obligation: If at the determination of the Director, or designee, a missed collection has occurred, the hauler will return the following day to collect the missed material.

## **15. OTHER COLLECTIONS**

- 15.1.** Proposals are sought for pricing for roll-off rental, hauling, and the cost of disposal or processing for trash, bulky rigid plastics, single stream recycling, construction and demolition debris, and cardboard. The Municipality requests pricing for curbside recyclables and cardboard containers and 3 open-top roll-off containers to be serviced upon request within 72 hours at the Arlington's Reuse & Recycling Center. (bulky rigid plastic, scrap metal, scrap wood)
- 15.2.** In the event of a disaster, such as flooding, fire, hurricane, or other disaster, natural or otherwise, causing an unusually high level of trash or debris, Contractor will participate with the Municipality in planning strategies for response. Invoicing for these tasks must be separate for FEMA or any other Federal or State government agency reimbursements and specially list dates of service rendered.

## **16. PUBLIC EDUCATION AND OUTREACH**

- 16.1.** Any contractor submitting a proposal for trash collection service shall include pricing to print and mail twice annual postcards to all households within the Municipality. The substance of this information shall include the collection calendar for the year and a specific outreach message geared to improve the quality of recycling.
- 16.2.** Community Event Participation- The Contractor shall supply one trash and one recycling truck, with personnel to operate, twice a year for Town-sponsored events, such as Town Day in September and a spring event to be determined.

## **17. COMMUNICATION BETWEEN SERVICE RECIPIENT AND CONTRACTOR**

- 17.1.** The Contractor shall be the point of contact for Service Recipients in relation to missed collections and scheduling bulky item and white good collections
- 17.1.1** All questions, and complaints regarding any materials management services shall be received by the Contractor. Questions or complaints that require a response from the Municipality shall be communicated to the Municipality from the Contractor.
- 17.2.** Should the Bidding Entity not currently have the capacity to perform this Customer Service function, they will make note of that in their Bid and propose an alternative scenario for the consideration of the Municipality.

## **18. VEHICLE SAFETY**

- 18.1.** The Contractor shall be responsible for obtaining and maintaining all Federal, State and Local permits and approvals. Each collection vehicle shall be equipped with all safety equipment required by law.
- 18.2.** The Contractor shall ensure that caution is used at all times in the operation of all vehicles and shall specifically instruct all drivers and other personnel of the following restrictions and requirements:
- a. Collection vehicles shall not obstruct or block passage of other motor vehicles, except during collection of a curbside container.
  - b. Collection vehicles shall not be operated in reverse unless absolutely necessary, e.g. in the case of a dead-end street with no turn-around. Street on which the Contractor may operate in reverse are listed in Exhibit K
  - c. Backing of vehicles is prohibited if school-age children are in the area.
  - d. All signage posted on school grounds must be obeyed including bus lanes, traffic patterns, drop-off and pickup times, and anti-idling zones.
- 18.3.** Collection vehicles and any other of the Contractor's vehicles in the Municipality shall not be permitted to idle in violation of any state or other application laws pertaining to vehicle idling, and the Contractor shall annually educate all its employees as to the provisions of the state's anti-idling law, M.G.L. Chapter 90, sections 16A and 16B.
- 18.4.** Collection vehicles shall be inspected daily by the Contractor to ensure that all safety equipment, including back-up alarms and warning lights are operating properly.

## **19. LOCAL STAFFING AND EMPLOYEE STANDARDS**

- 19.1.** The Contractor shall provide a full-time route manager. The full-time route manager shall communicate all orders and directions to individual collection drivers on behalf of the Municipality. The route manager shall dedicate at least fifty (50%) percent of each designated collection day to on-site supervising of collections within the Municipality to ensure compliance of these specifications. The route manager shall be on-call and reachable within two (2) hours, twenty-four (24) hours per day, seven (7) days per week. The Contractor agrees that whenever the Municipality notifies the Contractor in writing that the route manager is incompetent, unresponsive to complaints concerning the level of

performance of collection and pickup services or is unable to communicate with members of the public in a tactful and satisfactory manner, the Contractor shall investigate such complaint. If the Contractor is unable to correct the problem to the satisfaction of the Municipality, the Contractor shall no longer assign such individual to serve as the route manager, and the Contractor shall provide a new route manager.

- 19.2.** The Contractor shall designate a Contract Manager. The Contract Manager shall have significant operational experience, decision-making and supervisory capacity in the Contractor's company, who will be available and responsive to address any concerns the Municipality has with Contractor's performance under this Agreement. The Contract Manager shall be responsible for Contractor's satisfactory execution of the provisions of the Contract and general problem resolution.
- 19.3.** The Contractor shall, not less than thirty (30) days prior to the commencement date of this contract, obtain all federal, state, and local permits, licenses and certificates as are required by law to carry out its obligations under the Contract. During the term of this Contract, including any extension thereto, the Contractor shall carry out its obligations in compliance with all applicable provisions of federal, state, and local laws and regulations, and any applicable judicial and administrative interpretations thereof.
- 19.4.** The Contractor is prohibited from subcontracting any of the services it is obligated to provide under the Contract without the prior written approval of the Municipality. If the Contractor subcontracts with any other entity to carry out its obligations under this Contract, it shall ensure that such entity carries out such obligations in compliance with all applicable provisions of federal, state, and local laws and regulations, and any applicable judicial and administrative interpretations thereof. Any approved subcontracting shall not relieve the Contractor of its obligations and liabilities under the Contract.
- 19.5.** The Contractor, at its sole cost and expense, shall maintain current and valid permits, licenses, certificates and approvals necessary for all drivers/operators on its collection vehicles in accordance with State and Federal laws and regulations. Upon request by Municipality, the Contractor shall provide proof of and all permits, licenses and any other documents requested by the Municipality.
- 19.6.** The Contractor shall be solely responsible and certify to the Municipality that all operators of motor vehicles on public ways, who are engaged in any activity associated with these services, are properly and lawfully licensed and shall meet all requirements pursuant to M.G.L. Chapter 90, all relevant laws and regulations, and any requirements of the Commonwealth of Massachusetts and/or the United States Department of Transportation.
- 19.7.** Employees of the Contractor will be in regular contact with residents and businesses during collection activities. As such, they are required to act in a courteous and respectful manner at all times and shall be fully prepared to answer questions or respond to complaints made by residents concerning Trash, Recyclables, and all other disposal services. All employees and subcontractors shall conduct themselves appropriately towards all members of the general public. Rude and/or offensive conduct, including foul and abusive language, shall not be tolerated. The Contractor must provide all its employees with adequate training, instructions, and materials to ensure all employees understand and can communicate to



residents the acceptable and unacceptable materials for all provided disposal services. The Contractor shall ensure that all its employees working in the Municipality are familiar with and at all times comply with state and local waste ban regulations.

- 19.8.** Whenever the Municipality shall notify the Contractor in writing that any employee of the Contractor or subcontractor is incompetent, disorderly, or otherwise unsatisfactory, the Contractor shall take immediate steps as are necessary to ensure that such conduct is not repeated. The Municipality may require that an employee of the Contractor or a subcontractor be removed from employment in the Municipality under the Contract upon a determination by the Municipality that the employee acted in a manner contrary to the staff requirements of the Contract.
- 19.9.** The Contractor stipulates that it will pay employees subject to the Massachusetts Prevailing Wage Law at least the prevailing prescribed rate of wage as determined by the Commonwealth of Massachusetts Department of Labor Standards (DLS) as stated in Exhibit G throughout the term of the Contract. Each Contractor and subcontractor shall furnish to DLS any such statements as required by law. The Contractor shall provide documentation of its compliance with the Prevailing Wage Law to the Municipality monthly by providing payroll reports.
- 19.10.** The Contractor must provide each of its employees performing services pursuant to the Contract with an appropriate uniform that identifies the employee as an employee of the Contractor. The uniform must be worn at all times when the Contractor's employee is on duty performing services for the Municipality. The Municipality reserves the right to approve the uniform furnished by the Contractor. Contractor must also provide its employees, and all employees must wear, appropriate safety gear, including, but not limited to, wearing a safety reflective vest bearing the name of the Contractor.

## **20. DAILY CONTACTS, DIRECTIONS, COMPLIANCE WITH LAWS, RULES, REGULATIONS AND ORDERS**

- 20.1.** The Contractor shall comply with any reasonable directions that may be given by the Municipality regarding changes in routing, order of collections, type and care of vehicles and equipment and such matters as the Municipality may deem advisable to improve the overall collection service.
- 20.2.** The Contractor shall comply with all applicable laws, bylaws, rules, regulations, and orders issued or that may be issued by the Municipality or the Commonwealth of Massachusetts, including any entity having authority over Trash and/or recycling collection.

## **21. RECORD KEEPING AND REPORTING**

### **21.1. Communication Between the Municipality And The Contractor**

- 21.1.1.** For the purposes of communication between the Contractor and the Municipality, the Contractor shall provide not less than:
- a. one (1) local telephone land line for use by Service Recipients to schedule collections and report missed collections

- b. One (1) mobile or office number that will directly connect the Director, or designee, with the Customer Service supervisor, removing any delay in communications during Contractor's office hours.
- c. two (2) mobile telephones for use by the Contract Manager and the route manager
- d. two (2) email addresses for use by the Contract Manager and the route manager

**21.1.2.** The Contractor and the Municipality shall meet as necessary at the request of either party at a time and place mutually agreed upon.

**21.2. Audits.** The Municipality, at its sole discretion, may conduct audits of the operations, operating procedures and records of the Contractor and its sub-contractors as relevant to the terms and procedures of the Contract.

### **21.3. Reports**

#### **21.3.1. Daily/Weekly Reports**

- a. The Contractor shall be responsible for notifying the Municipality of any missed or outstanding routes that could not be collected for any reason before the end of the business day.
- b. The Contractor shall record each address where a rejection tag was left in a daily log, detailing the reason for rejection, which will be submitted to the Municipality by 9:00 AM on the following business day.
- c. The Contractor shall record the outcome of all bulky item, whitegoods, and mattress/box spring collections in a daily log, which will be submitted to the Municipality by 9:00 AM the following business day. For attempted pickups that were not at the curb (not-outs), the daily log shall identify the address and document the time of the attempted pickup.
- d. Reports will be provided in electronic format or through an electronic portal. Or on shared spreadsheets

#### **21.3.2. Monthly Reports**

- a. The Contractor shall electronically provide the Municipality all copies of weight slips for Trash, Recyclables and Organics and documentation of item counts for Bulky Items and Whitegoods collected under this Contract by the 10<sup>th</sup> of the following month. For Yard Waste collection, the Contractor will provide the number of loads dumped. Original or approved copies shall also be mailed to the Municipality.
- b. The Contractor shall electronically provide the Municipality with payroll reports demonstrating that all staff are being paid in accordance with prevailing wage laws.

**21.3.3. Other Records.** Contractor shall provide Municipality with any other information or documents as reasonably requested from the Municipality or as required by law.

## **22. INSPECTIONS**

- 22.1.** The Municipality shall have the right at any time to inspect the equipment and premises of the Contractor, including the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Municipality. When requested, the Contractor shall immediately furnish to the Municipality full and complete written reports of its operations under the Contract in such detail and with such information as the Municipality may request.

**PART 3  
PROPOSED CONTRACT**



**TOWN OF ARLINGTON  
STANDARD CONTRACT GENERAL CONDITIONS**

**Article 1. Definitions.**

1.1 The following terms in these Contract Documents shall be construed as follows:

1.1.1 “Town” shall mean the Town of Arlington, Massachusetts.

1.1.2 “Contract” and “Contract Documents” shall include, in the following hierarchy of document precedence, as applicable: the Town’s Standard Contract Document; these Standard Contract General Conditions; the Invitations for Bids, Requests for Proposals, or other solicitations; the Contractor’s responses including Contractor Certifications and Applications, excluding any language stricken by Town as unacceptable and including any negotiated statements of work contemplated by the solicitation; and Performance Bonds, which documents are incorporated herein by reference.

1.1.3 “Contractor” shall mean the individual, partnership, corporation or other entity to which this Contract is awarded.

1.1.4 “Official” shall mean the awarding authority/officer acting on behalf of the Town in the execution of the Contract.

**Article 2. Performance.**

2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.

2.2 The Contractor shall, upon written request of the Official, remove from Town premises and replace all individuals in the Contractor’s employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.

2.3 Town is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the Town. The Contractor shall not use

such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.

2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from Town.

### **Article 3. Acceptance of Goods and Services.**

3.1 Performance under this Contract shall include services rendered, obligations due, costs incurred, and goods and deliverables provided to and accepted by Town. The Town shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Contractor, and accept or reject such goods, deliverables, services, or work product.

### **Article 4. Time.**

4.1 It is understood and agreed that Contractor's performance shall be timely and meet or exceed industry standards for the performance required.

### **Article 5. Compensation.**

5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing goods, services, labor and expenses for which compensation is due and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice.

5.2 Thereupon the Official shall estimate the value of goods or services accepted by the Town in accordance with the specific terms and conditions of a Contract, and Town shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The Town shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the Town from all claims, liabilities or other obligations relating to the performance of a Contract.

5.4 In the event that this Contract provides for reimbursement by the Town to the Contractor for travel or related expenses, the Contractor may submit such proposed expenses to the Official for approval prior to the incurrence of such expenses. Such expenses shall be reviewed on a case-by-case basis. Nothing herein shall be construed to require the Town to reimburse the Contractor for the expenses described in this Section.

5.5 The Contractor shall furnish any information, estimate or vouchers relating to the goods or services or to documentation of labor or expenses as may be requested by the Official.

**Article 6. Relationship with the Town.**

6.1 The Contractor is retained solely for the purposes set forth in this Contract. Contractor's relationship to the Town during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no authority to involve the Town in any contract or to incur any liability on the part of the Town. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The Town shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the Town specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the Town. The Town has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract.

6.3 Any amendments to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the Town Comptroller. The Town's Standard Contract Document and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, including contract forms, purchase orders, or invoices of the Contractor.

6.4 Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

**Article 7. Assumption of Loss and Liability.**

7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.

7.2 The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all goods and deliverables, until possession, ownership and full legal title to the goods and deliverables are transferred to and accepted by the Town.

7.3 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and assume the defense of the Town, its officers, agents or employees, with counsel acceptable to Town, which acceptance shall not be unreasonably withheld, from all liabilities, suits, claims, losses, and costs or any other damages against them or any of them arising from any act or

omission of the Contractor, its agents, officers, employees, or subcontractors in any way connected with performance under this Contract.

### **Article 8. Remedies of the Town.**

8.1 If the Contractor provides goods and/or services that do not comply with Contract specifications and requirements as reasonably determined by the Official, the Official may request that the Contractor refurnish services or provide substitute goods at no additional cost to the Town until approved by the Official. If the Contractor shall fail to provide satisfactory goods or services, the Official, in the alternative, may make any reasonable purchase or Contract to purchase goods or services in substitution for those due from the Contractor. The Town may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. The Town otherwise retains all rights and remedies at law or in equity.

8.2 If the damages sustained by the Town as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the Town upon demand.

8.3 The Contractor shall not be liable for any damages sustained by the Town due to the Contractor's failure to furnish goods or services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause as soon as practicable.

8.4 The Town may terminate this Contract for cause if the Contractor has breached any material term or condition and has not corrected the breach within a reasonable period of time after written notice from the Town identifying the breach. This Contract may be terminated at any time for the convenience of the Town at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract. The parties agree that if Town erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

### **Article 9. Remedies of the Contractor.**

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the Town is legally responsible, the Town may allow a sum equal to the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have

delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the Town.

**Article 10. Prohibition Against Assignment.**

10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

**Article 11. Compliance with Law and Public Policy.**

11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the Town, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.

11.3 Where applicable, the Contractor shall take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law).

11.4 The Contractor shall maintain for the duration of the Contract professional, liability, and other insurance as required by the solicitation or as otherwise required by Town, but in no event less than the amount and type of insurance coverage sufficient to cover the performance. The Contractor shall name the Town as an additional insured on the policies described in this Section. The Town's insurance requirements are further described in the Insurance Addendum to this Contract.

11.5 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, color, sexual orientation, gender identity or expression, marital status, parental status, sex-offender status, prior psychiatric treatment, military status, religious creed, disability, national origin, ancestry, source of income, or age, unless based upon a legally permissible and bona fide occupational qualification. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

11.6 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any Town officer, agent, or employee, nor shall the Contractor make gifts regarding this Contract or any other matter in which the Town has a direct and substantial interest.

11.7 The Contractor shall keep himself fully informed of all Town Bylaws, any regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall defend,



hold harmless, and indemnify the Town, its officers, agents and employees against any claim or liability arising from or based on the violations of such bylaws, regulations or laws, caused by the negligent actions or omissions of the Contractor, its agents, or employees.

11.8 The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions.

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c.149, c.151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract; or certifies that it has provided copies of any and all of the above to the Official prior to the date of the Contract and any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the Official within five (5) days of Contractor's receipt. The Contractor agrees and shall require any subcontractor to post in conspicuous places notices to be provided by the Town, informing employees of the protections of applicable local, state, and federal law.

11.10 Contractor agrees that they shall comply fully with all state and federal laws and regulations regarding human trafficking and forced labor. Failure to do so will be considered a breach of this Contract.

11.11 If applicable, as determined by the Massachusetts Department of Labor Standards, the Contractor shall comply with the Massachusetts Prevailing Wage Law (M.G.L. c. 149, s.26, - 27H) for public works projects, which establishes minimum wage rates for workers on such projects. The Contractor shall comply and shall cause its subcontractors to comply with M.G.L. c. 149, s. 27B, which requires that a true and accurate record be kept of all persons employed on a project for which the prevailing wage rates are required. The Contractor shall, and shall cause its subcontractors to, submit weekly copies of their weekly payroll records to the Town, to the extent the Prevailing Wage Law is applicable.

11.12 The Contractor shall comply with the Town's Bylaws for any contract awarded pursuant to M.G.L. c.149 or M.G.L. c.30, sec. 39M et. seq., and as may be amended from time to time.

## **Article 12. Contract Subject to Appropriation.**

12.1 This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by the Official or any other Town representatives are not binding. Contractors should verify funding prior to beginning performance.

12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.

12.3 When the amount of the Town Comptroller's certification of available funds is less than the face amount of the Contract, the Town shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the Town Comptroller as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the Town Comptroller. In the event of any decrease in the amount certified, the Contractor shall be compensated for services rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

**Article 13. Release of Town on Final Payment.**

13.1 Acceptance by the Contractor of payment from the Town for final services under this Contract shall be deemed to release forever the Town from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.

**Article 14. Public Records and Access.**

14.1 This Contract is subject to the Commonwealth's Public Records Law, M.G.L. ch. 66. s. 10. Any documents related to this Contract shall be retained according to the Secretary of State's Municipal Retention Schedule or as required by the Town for a period not shorter than required said Municipal Retention Schedule.

14.2 The Contractor shall provide full access to records related to performance and compliance to the Town for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

**Article 15. State Taxation Certification.**

15.1 Pursuant to M.G.L. c. 62C, s. 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor's knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above- referenced law).

**Article 16. Monies Owed to Town.**

16.1 Pursuant to M.G.L. c. 60, s. 93, the Contractor agrees that the Town Treasurer and Collector may withhold from amounts owing and payable to the Contractor under this Contract any sums owed to any department or agency of the Town of Arlington which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Town Treasurer and Collector may apply any amount owing and payable to the Contractor to satisfy any monies owed to the Town.

**Article 17. Prohibition Against Bid Collusion.**

17.1 The Contractor certifies under penalties of perjury that his/her bid or proposal has been made and submitted in good faith and without collusion, fraud, or unfair trade practice with any other person. As used in this article, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. Any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**Article 18. Choice of Law.**

18.1 Any actions arising out of this Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

**Article 19. Effective Date and Signatures.**

19.1 This Contract shall be effective upon the last date signed below.

**Article 20. Town Notice Requirements.**

20.1 When notice is required under this Contract, it shall be made in writing and sent to the following:

Director of Public Works  
51 Grove Street  
Arlington, MA 02476

With a copy to:

Town Manager  
730 Massachusetts Avenue  
Arlington, MA 02476

Town Counsel  
50 Pleasant Street  
Arlington, MA 0247

[signature page follows]

**IN WITNESS WHEREOF, the parties hereto have signed this Agreement.**

Awardee: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Corporate Seal stamp:

**TOWN OF ARLINGTON**

Town Manager: \_\_\_\_\_  
James Feeney

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

Town Counsel: \_\_\_\_\_  
Michael Cunningham

Date: \_\_\_\_\_

**APPROVED AS TO APPROPRIATION**

Comptroller: \_\_\_\_\_  
Ida Cody

Date: \_\_\_\_\_



## **INSURANCE ADDENDUM**

THIS INSURANCE ADDENDUM (“Insurance Addendum”) is hereby incorporated by reference into the Town’s Standard Contract General Conditions.

**1. Scope and term.**

- a. The Contractor shall maintain for the duration of the Contract professional, liability, and other insurance as required by the solicitation or as otherwise required by Town, but in no event less than the amount and type of insurance coverage sufficient to cover the performance.
- b. The Contractor shall name the Town as an additional insured on the policies required and shall specifically refer in the certificates to this Contract and shall state that insurance is as required by this Contract. The description of each coverage listed on the certificates shall include an appropriate means of identification. The Contractor shall not commence the work until proof of compliance with this Section has been furnished to the Town.
- c. Not later than the commencement date of the Contract, and annually thereafter for the term of this Contract or any extension thereof, Contractor shall furnish the Town with certificates of insurance evidencing coverages set forth below in Section 1, and evidencing the Town’s additional insured status. Such certificates shall contain a provision providing the Town thirty (30) days advance written notice by registered mail of any change in or cancellation of coverage or ten (10) days’ notice if cancellation is due to nonpayment of premiums.

**2. Requirements.** The Contractor shall maintain the following policies consistent with Section 1 of this addendum with carriers having an A.M. Best credit rating of A-VIII (or better). The required insurance policies shall include all major divisions of coverage and shall be on a comprehensive general basis including premises and operations (including X-C-U), and owned, non-owned, and hired motor vehicles. Such insurance shall be written for not less than the limits of liability required by law, or the limits set forth below, whichever are greater.

<b>1</b>	<b>Commercial General Liability</b>	
	Each Occurrence	\$1,000,000
	General Aggregate	\$1,000,000
<b>2</b>	<b>General Liability</b>	
	Bodily Injury including death on account of any one person	\$2,000,000
	Bodily Injury including death on account of any one accident	\$2,000,000
	Aggregate	\$2,000,000
<b>3</b>	<b>Property Damage</b>	
	Each Occurrence	\$2,000,000

	Aggregate	\$2,000,000
4	<b>Automobiles and Trucks (all owned, non-owned, hired and leased)</b>	
	Each occurrence – combined single limit	\$1,000,000
	Bodily Injury including death on account of any one person	\$2,000,000
	Bodily Injury including death on account of any one accident	\$2,000,000
5	<b>Excess Umbrella Coverage</b>	\$5,000,000
6	<b>Workers Compensation</b>	As required by Massachusetts General Law

3. **Remedies.** The Town reserves the right to pursue any remedies available at law or in equity for the Contractor’s failure to comply with the requirements set forth in this addendum.
4. **Waiver.** The Contractor agrees to waive all claims against the Town, its officers, agents or employees for any injury or death sustained by Contractor’s officers or employees, or for damage to its vehicles or equipment arising out of work contemplated by this Contract. The Contractor and all subcontractors shall waive subrogation rights against the Town for all losses.
5. **Notice of Occurrence.** Notice of Occurrence shall be given to the Town at the following addresses:

Town of Arlington  
Town Manager  
730 Massachusetts Avenue  
Arlington, MA 02476

With a copy to:

Town Counsel  
50 Pleasant Street  
Arlington, MA 02476

#### **PART 4 – EXHIBITS (A THROUGH L)**

- Exhibit A – Holiday Schedule
- Exhibit B – Municipality & Service Recipient Details
- Exhibit C – Dumpster Schedule and Special Cart Service Properties
- Exhibit D – Acceptable Bulky and Whitegoods Items
- Exhibit E – Single Stream Recycling Specifications, Terms and Conditions
- Exhibit F – Example of Annual Residential Education Guide
- Exhibit G – Prevailing Wage Rates
- Exhibit H – Price Fluctuations and Fuel Surcharge
- Exhibit I – IRS Form W-9
- Exhibit J – Route Maps
- Exhibit K – Authorized Back-In Streets
- Exhibit L – Commercial Orange Bag Program

**EXHIBIT A**

**HOLIDAY SCHEDULE**



## Exhibit A - Holiday Schedule

Independence Day	July
Labor Day	September
Indigenous Peoples Day	October
Veterans Day	November
Thangsgiving Day	November
Christmas Day	December
New Year's Day	January
Martin Luther King Jr. Day	January
Presidents Day	February
Patriots' Day	April
Memorial Day	May
Juneteenth	June

The above list is subject to change based on the day of the week on which some holidays fall.

**EXHIBIT B**

**MUNICIPALITY & SERVICE RECIPIENT DETAILS**

## Exhibit B - Municipality Description and Service Recipient Details

Population	46,500
Road Miles	125
Square Miles (area)	5.5

Property Types	Assessed Units	Estimated Stops
Single Family	8008	8008
Condo Units	4121	1648
Two Family	2016	4032
Three Family	174	522
Apt Buildings*	157	70
Mixed Use Commercial*	77	50
Commercial*	367	160
Industrial*	21	10
<b>Estimated Totals</b>	<b>14941</b>	<b>14500</b>

\*Some locations contract with a private hauler. Estimated stops indicate Muncial Responsibility

FY24 (Estimated) Waste and Recycling Data	
FY24 Trash Tonnage	10,768
FY24 Recycling Tonnage	4,516
FY24 Yard Waste Tonnage	3,445
FY24 White Goods	1,200
FY24Mattresses & Boxsprings	1,800

FY23 Waste and Recycling Data	
FY 23 Trash Tonnage	10,928
FY23 Recycling Tonnage	4,418
FY 23 Yard Waste Tonnage	2,908
FY 23 White Goods	1,111
FY 23Mattresses & Boxsprings	1,500

FY22 Waste and Recycling Data	
FY22 Trash Tonnage	12,217
FY22 Recycling Tonnage	4,716
FY22 Yard Waste Tonnage	2,801
FY22 White Goods	717
FY22Mattresses & Boxsprings	NA

FY21 Waste and Recycling Data	
FY21 Trash Tonnage	12,433
FY21 Recycling Tonnage	5,027
FY21 Yard Waste Tonnage	3,435
FY21 White Goods	836
FY21 Mattresses & Boxsprings	NA

**EXHIBIT C**

**DUMPSTER SCHEDULE AND SPECIAL CART SERVICE**

## Exhibit C - Dumpster Schedule and Special Cart Service

St #	Street	Name of Building	#	Size/CY	Stops	Collection Schedule
<b>Residential and Nonprofits - Dumpsters</b>						
4	WINSLOW ST	Winslow Towers	2	10	1	Weekly on route
37	DRAKE RD	Hauser Building	5	2	1	Weekly on route
49	APPLETON ST	Idahurst Manor	1	2	1	Weekly on route
108	BROADWAY		1	2	1	Weekly on route
260	BROADWAY		1	10	1	Weekly on route
269	BROADWAY		1	10	1	Weekly on route
275	BROADWAY	Broadway	1	8	1	Weekly on route
47	BROADWAY		1	6	1	Weekly on route
70	BROADWAY	Winter Garden	1	6	1	Weekly on route
34	CLARK ST	Brook Bend Condo Assoc	1	2	1	Weekly on route
8	DUDLEY ST		1	6	1	Weekly on route
35	FREMONT ST		1	6	1	Weekly on route
180	GARDNER ST	Gardner Manor	1	8	1	Weekly on route
186	GARDNER ST	Gardner Manor	1	8	1	Weekly on route
2	GLENBROOK LN	Glenbrook Estates	1	6	1	Weekly on route
17	GROVE ST		1	6	1	Weekly on route
26	GROVE ST	Tara Leah Realty	1	6	1	Weekly on route
18	HAMILTON RD	Spy Pond Condos	1	10	1	Weekly on route
3	HARRIS CIR	Cantabury Apartments	1	8	1	Weekly on route
6	JASON ST		1	6	1	Weekly on route
1160	MASS AVE		1	6	1	Weekly on route
1484	MASS AVE		1	6	1	Weekly on route
202	MASS AVE		1	6	1	Weekly on route
215	MASS AVE	The Summit	1	8	1	Weekly on route
231	MASS AVE		1	10	1	Weekly on route
271	MASS AVE	Grove Associates	1	10	1	Weekly on route
276	MASS AVE		1	10	1	Weekly on route
287	MASS AVE		1	10	1	Weekly on route
333	MASS AVE		1	10	1	Weekly on route
379	MASS AVE	Center Plaza	1	10	1	Weekly on route
382	MASS AVE	Cedar Crest Apts	1	8	1	Weekly on route
389	MASS AVE		1	6	1	Weekly on route
882	MASS AVE		1	8	1	Weekly on route
898	MASS AVE		1	8	1	Weekly on route
975	MASS AVE	Rembrandt	1	8	1	Weekly on route
995	MASS AVE	Mill Brook Condominium	1	6	1	Weekly on route
54	MEDFORD ST	Chestnut Manor	1	10	1	Weekly on route
151	MYSTIC ST	Parkway-Mystic Apts	1	10	1	Weekly on route
88	PARK AVE	Locke School Condos	1	10	1	Weekly on route
119	PLEASANT ST		1	2	1	Weekly on route
12	POND LN	Pond Lane Condos	1	10	1	Weekly on route
11	RIVER ST	Arlington Gardens	1	10	1	Weekly on route

## Exhibit C - Dumpster Schedule and Special Cart Service

St #	Street	Name of Building	#	Size/CY	Stops	Collection Schedule
9	RYDER ST		1	6	1	Weekly on route
1	SCHOOL ST		1	6	1	Weekly on route
170	SUMMER ST		1	8	1	Weekly on route
489	SUMMER ST		1	4	1	Weekly on route
49	SUMMER ST		1	6	1	Weekly on route
100	BROADWAY	Empire Realty Trust	2	2	1	Weekly on route
127	BROADWAY	Arlington Gardens	2	10	1	Weekly on route
34	FOREST ST		2	2	1	Weekly on route
14	GROVE ST		2	6	1	Weekly on route
1260	MASS AVE	Boulos Realty Trust	2	2	1	Weekly on route
202	MASS AVE		2	2	1	Weekly on route
264	MASS AVE		2	2	1	Weekly on route
840	MASS AVE		2	6	1	Weekly on route
990	MASS AVE	Kentwood	2	2	1	Weekly on route
47	MYSTIC ST		2	2	1	Weekly on route
135	PLEASANT ST	The Irvington	2	6	1	Weekly on route
19	ARIZONA TER	Brookside Condos	3	8	1	Weekly on route
11	BRATTLE DR	Brattle Drive	3	10	1	Weekly on route
5	COLONIAL VILLAGE D	Colonial Village	3	10	1	Weekly on route
1033	MASS AVE	Churchill Apts	3	2	1	Weekly on route
17	OLD COLONY LN	Old Colony	3	10	1	Weekly on route
60	PLEASANT ST	Brentwood	4	2	1	Weekly on route
1	WATERMILL PLACE		4	2	1	Weekly on route
8	SUMMER ST		5	2	1	Weekly on route
	SYMMES CIR	Symmes Circle	2	4	1	Weekly on route
16	WALNUT ST	RCR Realty	1	6	1	Weekly on route
370	MASS AVE	American Legion	1	6	1	Weekly on route
815	MASS AVE	First Baptist Church	1	6	1	Weekly on route
25	MEDFORD ST	Fidelity House	1	6	1	Weekly on route
37	MEDFORD ST	St. Agnes School	3	2	1	Weekly on route
60	POND LN	Boys & Girls Club	1	6	1	Weekly on route
15	WINSLOW ST	Knights of Columbus	1	6	1	Weekly on route
Schools & Municipal Buildings - Dumpsters						
	LOWELL ST	Recreation- Reservoir Swim	1	6	1	collection
422	SUMMER ST	Recreation Rink	1	10	1	Twice weekly
63	ACTON ST	Ottoson Middle School	1	10	1	Twice weekly
25	COLUMBIA RD	Bishop School	1	8	1	Twice weekly
66	EASTERN AVE	Brackett School	1	8	1	Twice weekly
185	FLORENCE AVE	Dallin School	1	6	1	Twice weekly
52	LAKE ST	Hardy School	1	6	1	Twice weekly
180	MOUNTAIN AVE	Stratton School	1	6	1	Twice weekly
70	NORTH UNION ST	Thompson School	1	8	1	Twice weekly
85	PARK AVE	Peirce School	1	6	1	Twice weekly
869	MASS AVE	Arlington High School	2	10	1	Friday

### Exhibit C - Dumpster Schedule and Special Cart Service

St #	Street	Name of Building	#	Size/CY	Stops	Collection Schedule
20	ACADEMY ST	Central School	1	6	1	Weekly on route
51	GROVE ST	DPW Town Yard	1	10	1	Weekly on route
51	GROVE ST	DPW Town Yard	1	30	1	As Needed
70	MEDFORD ST	Mt. Pleasant Cemetery	1	10	1	Weekly on route
112	MYSTIC ST	Community Safety	4	2	1	Weekly on route
<b>Total Dumpsters</b>			<b>133</b>		<b>90</b>	

<b>Schools &amp; Municipal Buildings - Carts</b>						
41	FOSTER ST	Gibbs School	10	96 G	1	Twice Weekly
180	MOUNTAIN AVE	Stratton School	10	96 G	1	Twice Weekly
730	MASS AVE	Town Hall	8	96 G	1	Weekly on route
<b>Total Trash Toters</b>			<b>28</b>		<b>3</b>	

## Exhibit C- Dumpster Schedule and Special Cart Service

St #	Street	Name of Building	#	Stops	Collection Sched.
<b>Residential and Nonprofits - Recycling Carts 96 Gal</b>					
49	APPLETON ST	Idahurst Manor	3	1	Weekly on route
19	ARIZONA TER	Brookside Condos	7	1	Weekly on route
1	BELKNAP ST		4	1	Weekly on route
11	BRATTLE ST	Berkshire & Claredon	14	1	Weekly on route
100	BROADWAY	Empire Realty Trust	2	1	Weekly on route
108	BROADWAY		2	1	Weekly on route
127	BROADWAY	Arlington Gardens	6	1	Weekly on route
260	BROADWAY		6	1	Weekly on route
269	BROADWAY		4	1	Weekly on route
275	BROADWAY		6	1	Weekly on route
47	BROADWAY		2	1	Weekly on route
70	BROADWAY	Winter Garden	4	1	Weekly on route
34	CLARK ST	Brook Bend Condo Assoc	2	1	Weekly on route
5	COLONIAL VILLAGE DR	Colonial Village	15	1	Weekly on route
37	DRAKE RD	Hauser Building	15	1	Weekly on route
8	DUDLEY ST		2	1	Weekly on route
34	FOREST ST		2	1	Weekly on route
35	FREMONT ST		4	1	Weekly on route
180	GARDNER ST	Gardner Manor	4	1	Weekly on route
186	GARDNER ST	Gardner Manor	4	1	Weekly on route
2	GLENBROOK LN	Glenbrook Estates	5	1	Weekly on route
14	GROVE ST		16	1	Weekly on route
17	GROVE ST		2	1	Weekly on route
26	GROVE ST		13	1	Weekly on route
18	HAMILTON RD	Spy Pond Condos	14	1	Weekly on route
3	HARRIS CIR	Cantabury Apartments	12	1	Weekly on route
6	JASON ST		3	1	Weekly on route
1033	MASS AVE	Churchill Apts	4	1	Weekly on route
1160	MASS AVE		10	1	Weekly on route
1260	MASS AVE		5	1	Weekly on route
1484	MASS AVE		3	1	Weekly on route
215	MASS AVE	The Summit	8	1	Weekly on route
231	MASS AVE		8	1	Weekly on route
252	MASS AVE		21	1	Weekly on route
264	MASS AVE		6	1	Weekly on route
271	MASS AVE	Grove Associates	6	1	Weekly on route
276	MASS AVE		6	1	Weekly on route
287	MASS AVE		6	1	Weekly on route
333	MASS AVE		5	1	Weekly on route
379	MASS AVE	Center Plaza	10	1	Weekly on route
282	MASS AVE	Cedar Crest Apts	6	1	Weekly on route
389	MASS AVE		5	1	Weekly on route
420	MASS AVE	Legacy Apartments	20	1	Weekly on route
840	MASS AVE		12	1	Weekly on route
882	MASS AVE		7	1	Weekly on route
898	MASS AVE		6	1	Weekly on route
975	MASS AVE	Rembrandt	10	1	Weekly on route
990	MASS AVE	Kentwood	12	1	Weekly on route



## Exhibit C- Dumpster Schedule and Special Cart Service

St #	Street	Name of Building	#	Stops	Collection Sched.
995	MASS AVE	Mill Brook Condominium	9	1	Weekly on route
1484	MASS AVE		3	1	Weekly on route
370	MASS AVE	American Legion	4	1	Weekly on route
54	MEDFORD ST	Chestnut Manor	12	1	Weekly on route
37	MEDFORD ST	St. Agnes School	5	1	Weekly on route
16	MEDFORD ST	Arlington Catholic High School	18	1	Weekly on route
25	MEDFORD ST	Fidelity House	2	1	Weekly on route
151	MYSTIC ST	Parkway-Mystic Apts	4	1	Weekly on route
47	MYSTIC ST	Mystic Towers	10	1	Weekly on route
17	OLD COLONY LN	Old Colony	23	1	Weekly on route
88	PARK AVE	Locke School Condos	9	1	Weekly on route
1	PARK TER	Park Terrace	4	1	Weekly on route
119	PLEASANT ST		11	1	Weekly on route
125	PLEASANT ST		2	1	Weekly on route
135	PLEASANT ST	The Irvington	8	1	Weekly on route
60	PLEASANT ST	Brentwood	20	1	Weekly on route
12	POND LN	Pond Lane Condos	12	1	Weekly on route
60	POND LN	Boys & Girls Club	5	1	Weekly on route
9	RYDER ST	Ryder Street Condos	5	1	Weekly on route
1	SCHOOL ST	Cutter Condominium	10	1	Weekly on route
170	SUMMER ST		5	1	Weekly on route
422	SUMMER ST		6	1	Weekly on route
489	SUMMER ST		3	1	Weekly on route
49	SUMMER ST		2	1	Weekly on route
	SYMMES CIR	Symmес Circle	6	1	Weekly on route
20	TUFTS ST		4	1	Weekly on route
4	WINSLOW ST		15	1	Weekly on route
15	WINSLOW ST	Knights of Columbus	1	1	Weekly on route
4	WINSLOW ST	Winslow Towers	12	1	Weekly on route
<b>Schools and Municipal Buildings - Recycling Cart 96 Gal</b>					
20	ACADEMY ST	ACC and Town Offices	8	1	Weekly on route
63	ACTON ST	Ottoson Middle School	12	1	Weekly on route
25	COLUMBIA RD	Bishop School	6	1	Weekly on route
66	EASTERN AVE	Brackett School	9	1	Weekly on route
185	FLORENCE AVE	Dallin School	6	1	Weekly on route
41	FOSTER ST	Gibbs School	14	1	Weekly on route
51	GROVE ST	DPW Town Yard	8	1	Weekly on route
17	IRVING ST	Recreation Department and ACC	12	1	Weekly on route
52	LAKE ST	Hardy School	12	1	Weekly on route
869	MASS AVE	Arlington High School	20	1	Weekly on route
70	MEDFORD ST	Mt. Pleasant Cemetery	2	1	Weekly on route
180	MOUNTAIN AVE	Stratton School	6	1	Weekly on route
112	MYSTIC ST	Community Safety	5	1	Weekly on route
70	NORTH UNION ST	Thompson School	7	1	Weekly on route
85	PARK AVE	Peirce School	8	1	Weekly on route
730	MASS AVE	Town Hall	12	1	Weekly on route
33	Ryder Street	Arlington DPW Reuse & Recyclin	10	1	As needed, on call
<b>Totals</b>			<b>736</b>	<b>94</b>	

**EXHIBIT D**

**ACCEPTABLE BULKY AND WHITEGOODS**

# Exhibit D - Acceptable Bulky and White Goods

## Acceptable Bulky Items

### Burnable Bulky Items

Bulky wood "item" includes disassembled items and one "item" for pricing purposes.

Furniture, including an upholstered chair, sofa/sectional up to 80" long, cabinet, shelving unit, dining table & matching chair set, pair of skis, milled wood (prepared in a limited and prescribed amount), bed frame, desk, hutch, 4'x4' pallet or fence part, interior or exterior door

*Bulky Plastics:* Outdoor furniture, trash/recycling equipment, laundry/storage box/basket, child play structures (disassembled), shelving unit

*Glass/Combo:* Interior or exterior door with windows, window, mirror, glass tabletop, futons mattresses (note all other style mattresses require special handling/recycling)

*Carpet, rugs, pads:* cut into 4' strips, rolled & taped/tied securely, 6 rolls equals one bulky item

*Latex paint:* fully dried, lids open, up to 6 gallons in a box is considered on bulky item

### Metal Items

Bulky metal items must be collected for recycling, here divided into "small" and "large" categories for pricing purposes:

*Small metal bulky:* 2-drawer filing cabinet, twin bed frame, charcoal grill, push/electric mower/snow brush, piece of pipe under 4', chair, patio umbrella post, bicycle, downspout, metal fence piece 4'x4'

*Large metal bulky:* 4-drawer filing cabinet, bed frame large than twin size, gas grill, gas mowers/snow blowers (fluids removed), basketball hoop, large desk, outdoor bench/sofa/swing, swing set/child play structure, exercise equipment (stationary bike, elliptical, weight bench, treadmill, etc.)

### Whitegoods/Appliances/- for recycling and proper disposal

Includes all items banned by state law, including dishwashers, laundry washers & dryers, refrigerators & freezers of all types, water heaters, oil -filled heaters, dehumidifiers, microwaves, stoves/ranges, wall ovens, air conditioners.

### TVs, Monitors, and CRTs

### Sinks and Toilets

## Unacceptable Bulky Items

- Mattresses and box spring- must be recycled
- Construction and demolition materials banned by state law from MSW, including brick, asphalt, cement, wallboard, soil, rock, root balls
- Tires
- Pianos
- Hot tubs
- Boats/boards
- Propane Tanks
- Other items that cannot be lifted by 2 people

**EXHIBIT E**

**PROPOSED SINGLE STREAM RECYCLING SPECIFICATIONS, TERMS AND CONDITIONS**

## EXHIBIT E

### PROPOSED SINGLE STREAM RECYCLING SPECIFICATIONS, TERMS AND CONDITIONS

#### 1. DEFINITIONS

**“Average Commodity Revenue” or “ACR”** is the total weighted value per Ton of each Recyclable and Non-Recyclable commodity (including negatively-valued Recyclables and transfer and disposal costs of Non-Recyclables) for the Single Stream Materials delivered by or on behalf of Municipality to the Designated Facility.

**“Municipal Commodity Composition”** the profile of Single Stream Materials received and processed at Designated Facility. Composition is Municipality specific.

**“Composition Audit”** means the basis by which the profile of Single Stream Materials collected from the Municipality is measured as described in Appendix C.

**“Contamination”** see Residue.

**“Contamination Audit”** means the basis by which Municipality’s Single Stream material are measured to determine the percentage of “Non-Recyclables” present as described in Appendix D.

**“Municipality’s Value Share”** means the Municipality’s percentage of the Average Commodity Revenue as set forth in Appendix B.

**“Designated Facility” or “Designated Facilities”** means Contractor’s Material Recovery Facility located in \_\_\_\_\_ or any replacement therefore which receives Municipality’s Single Stream Materials.

**“Excluded Materials”** means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances, and/or any other waste not approved in writing by Contractor.

**“Net Value”** means the amount paid to Municipality by Contractor, or paid to Contractor by Municipality, after subtracting any charges owed by Municipality from the Municipality’s value share.

**“Non-Recyclables”** means any materials in the Single Stream Materials that are not Recyclables as set forth in Appendix A.

**“Processing Fee”** means the compensation per Ton for costs incurred by Contractor to prepare Recyclables for end markets, i.e., those actions necessary to render Recyclables acceptable to end markets and/or designated buyers.

**“Receiving Hours”** means the regularly scheduled hours of operation for the Designated Facility

**“Recyclables”** means acceptable materials contained within the Single Stream Materials as set forth and further defined in Appendix A.

**“Residue”** means the Non-Recyclables and other materials removed from the Single Stream Materials during processing due to their size, type, condition or processing system constraints, and which are disposed of after such processing. Residue is specific to Municipality as determined by Contamination Audits.

**“Single Stream Materials”** means all material collected from recycling containers during curbside collection service within the Municipality.

**“Specifications”** means the description of the Single Stream Materials as set forth in Appendix A.

**“Ton”** means 2,000 pounds.

**“Uncontrollable Circumstances”** means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions,

other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party.

## **2. QUANTITY AND QUALITY**

a. During the term of the Agreement, Contractor shall take and Municipality agrees to provide one hundred percent (100%) of the Single Stream Materials collected by or on behalf of Municipality. Contractor and Municipality agree to accept materials defined as recyclable by the Massachusetts Department of Environmental Protection Recycle Smart MA program. The general list of acceptable materials is included in Appendix A.

b. Municipality represents and warrants that it shall provide and deliver the Single Stream Materials in accordance with the Specifications set forth in Appendix A, Municipality further acknowledges that Non-Recyclables and Excluded Materials may not exceed 10% of the material collected as Single-Stream Material. Title to Recyclables and generated by Municipality to Contractor is transferred to Contractor upon Contractor's receipt or collection unless otherwise provided in this Agreement or Applicable Law. Title to and liability for Excluded Materials shall remain with Municipality at all times.

c. The Contractor shall perform a minimum of one (1) Contamination Audit in order to identify the overall percentage of "Non-Recyclables" or "Contamination" present within the first sixty (60) days of each contract year on single-stream material generated by the Municipality, and agrees to provide the Municipality 60-days' notice in advance of any other contamination audit. The Municipality may also request additional contamination audits for the fee specified in Part 6. Where the percentage of Non-Recyclables exceeds ten (10) percent, the excess Contamination percentages derived from the most recent Contamination Audit will be effective after each Contamination Audit the month immediately following the most recent Contamination Audit and Municipality shall be subject to an Excess Contamination Charge described in Appendix B. The Municipality shall be permitted to observe the audit process and to this end, the Contractor shall provide a schedule of when each audit sample will be collected from the tipping floor and sorted in the audit area. Any changes to this schedule will be communicated to the Municipality in advance of the change and allow at least one (1) business days' notice. Contamination Audit results shall be compiled in a report and presented to the Municipality within ten (10) business days. The report will include pictures, total sample weight, weight of recyclables, weight of overall contaminants, the collection day, truck number and route number from which each sample originated.

## **3. PRICING/PAYMENTS**

Payments and charges to Municipality shall be calculated as set forth on Appendix B. Contractor shall pay Municipality (or Municipality shall pay Contractor) the Net Value of the Single Stream Materials. Where the Net Value is positive, Contractor shall pay Municipality on or about the last day of the month following delivery for those Single Stream Materials purchased during the preceding month. Where the Net Value is negative, Municipality shall pay Contractor within 30 days of date of invoice.

## **4. DELIVERIES**

Contractor shall deliver Single Stream Materials at Municipality's expense to the Designated Facility during Receiving Hours. All Single Stream Materials must be delivered in self-dumping trucks and will be weighed in and out by Contractor at the Designated Facility.

## **5. MATERIALS**

a. If Excluded Materials are delivered to the Facility by or on behalf of Municipality, Contractor, in its sole discretion, may reject the entire load, or separately contain, set aside, segregate, isolate and manage such Excluded Materials as required by Applicable Law. Municipality will be notified promptly of the location, general character and amount of such Excluded Materials. If requested by Contractor, Municipality must remove, or cause to be removed, such Excluded Materials from the Designated Facility and shall transport and dispose of, or shall cause such Excluded Materials to be transported and disposed, in accordance with Applicable Law. If Municipality fails to timely remove such Excluded Materials after request by Contractor, Contractor may, after notice to Municipality, transport and dispose of such Excluded Materials and charge the costs thereof to Municipality.

b. Contractor shall recycle the Recyclables for reuse and, provided that there is a commercially reasonable available market for such material, shall not dispose of any Recyclables, except such Residue left after appropriate processing of the Single Stream Materials. Contractor makes no representations as to the recyclability of the Recyclables and may dispose of such Recyclables when no reasonable commercial market exists. In the event that, that no reasonable commercial market exists, thus requiring the disposal of Recyclables, Contractor agrees to provide notice within three (3) days to Municipality. In the event that the said material is defined as a waste ban item by the Massachusetts DEP, then Contractor shall also provide the disposal waiver issued by the Massachusetts DEP to Municipality. Municipality acknowledges and accepts that in rare circumstances batches of recyclable material accepted and/or processed by Contractor may be contaminated, ruined, or otherwise considered unfit for market due to operational and/or environmental factors and must be disposed. In these rare cases, Contractor is not obligated to provide Municipality notice of disposal.

## **6. PUBLIC EDUCATION AND OUTREACH**

The parties acknowledge that maintenance of the quality of the Single Stream Materials is a requirement of this Agreement, subject to the provisions herein. Municipality shall use reasonable efforts to inform its residents of the quality requirements hereunder and enforce its standards for the acceptance of Single Stream Materials. Contractor shall provide reasonable assistance to Municipality in such efforts.

## **7. EFFECT OF MATERIAL CHANGE AFFECTING AGREEMENT**

In the event that a change in Applicable Law or a material change in market conditions occurs, including but not limited to lack of commercially reasonable market availability for processed Recyclables, changes in market specifications affecting the salability of processed Recyclables, changes affecting the recyclability or marketability of Recyclables, changes in the quantity, quality or composition of the Recyclables or Single Stream Materials, (each a "Material Change"), has the effect of materially altering the terms of this Agreement, or preventing or precluding compliance with one or more provisions of this Agreement, or preventing, precluding or substantially affecting the benefit(s) bargained for under this Agreement, including profits of Company, this Agreement shall be modified or suspended as may be necessary to comply with, ameliorate, or prevent the detrimental effects on the Agreement of, such Material Change. A Party detrimentally affected by a Material Change shall so notify the other Party and request amendment to this Agreement accordingly, and the Parties shall engage in good faith negotiations for a period of three (3) months after such request regarding such amendments of this Agreement that reflect the extent to which the provisions hereof have been, or should be, so modified or suspended. If a Material Change precludes or reduces any of Company's rates or other revenues, or otherwise increases costs to process single stream materials, then the Parties shall modify this Agreement in accordance with this provision in order that Company can achieve, on an ongoing basis, profits that existed immediately prior to the Material Change.



EXHIBIT E

Appendix A: SPECIFICATIONS

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

<b>Paper</b>
Copier, office, loose leaf, construction & kraft paper
Envelopes (with or without plastic windows)
Flyers, magazines & newspapers
Soft cover & phone books
Plates (clean)

<b>Other Fiber Products</b>
Corrugated cardboard
Boxboard, coffee cup trays & egg cartons
Pizza boxes (grease accepted / emptied of food)
Paper towel & toilet paper rolls

<b>Plastic*</b>
Cups (clear), tubs, jugs, jars and lids
Bottles (beverage, food, detergent, vitamin & other)
Containers (deli, fruit & clam shell)
Egg cartons

<b>Metal</b>
Aluminum beverage cans, baking trays, pie plates & foil
Steel / tin food cans, empty paint cans

<b>Glass</b>
Bottles (beverage, wine & other)
Jars

\*As of the time of this Contract only plastic containers listed in this table numbered 1,2 & 5 are considered recyclable. However, since any plastic jug, tub, bottle, jar, or container including unnumbered plastic containers or plastic containers labeled with numbers other than 1,2 & 5 are acceptable according to the MassDEP Recycle Smart MA program, these plastics will not be considered residue.

Recyclables may be edited upon mutual consent of the Parties and in adherence of the MassDEP Recycle Smart MA Guidelines.

**RECYCABLES do not include the following:**

Bagged Material (even if it is otherwise recyclable)
Black plastic (e.g. take out trays)
Bulky plastics (chairs, toys, buckets, storage containers)
Clothing, bedding & other textiles
Compostable food containers, cups & utensils
Cup (colored plastic)
Dishes, ceramics & porcelain
Expanded polystyrene foam
Flexible packaging and multi-laminated materials
Flower pots & garden plastics
Food & beverage cartons / aseptic containers
Food waste
Food wrappers
Glass cookware, microwave trays, & pyrex
Hot and cold paper beverage cups
Light bulbs
Metal pots, pans, hangers, toasters & other scrap metal
Napkins, paper towels, tissues & soiled paper plates
Plastic bags, plastic films, or plastic wraps

Plastic Prescription Medication Bottle
Plastic utensils
Shredded Paper
Single brew coffee cups
String & twine
Unnumbered plastics
Window glass, auto glass & mirror glass

Any recyclable materials, or pieces of recyclable materials, smaller than 2" in size in any dimension
---

Wet paper fiber and/or paper fiber that contains or has been contaminated with food debris
--

Excluded Materials including but not limited to Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Contractor's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Contractor's structures or equipment.
---

**DELIVERY SPECIFICATIONS:**

Single Stream Materials delivered by or on behalf of the Municipality may not contain more than 10% Non-Recyclables or any Excluded Materials. In the event that a single load of Single Stream Materials does not meet Specifications, the load may be rejected. Any rejected loads must be documented with photos demonstrating the cause for rejection. The Municipality may be charged additional processing, return or disposal costs, including Excess Contamination Charges as set forth on Appendix B. The Municipality will be notified in writing of any additional costs caused by a rejected load and provided with the photo documentation demonstrating the cause for rejection.

**EXHIBIT E, Appendix B**  
**AVERAGE COMMODITY REVENUE & PRICING FORMULAS**

**1. VALUE SHARE**

Where the Average Commodity Revenue is greater than the Processing Fee, Municipality's value share is 80% of the difference between the Average Commodity Revenue and the Processing Fee. When the Average Commodity Revenue is less than the Processing Fee, Municipality shall pay Contractor the difference between the Processing Fee and the Average Commodity Revenue.

By way of example:

*Example 1*

Average Commodity Revenue = \$5.37

Processing Fee = \$95.00

750 tons delivered in the month

Municipality Value/Charges =

Value: Average Commodity Revenue – Processing Fee = (\$5.37 - \$95.00) per ton = -\$89.63 indicating a charge per ton × 750 tons = **\$67,222.50 paid by the Municipality to the Contractor**

*Example 2*

Average Commodity Revenue = \$125.00

Processing Fee = \$95.00

750 tons delivered in the month

Municipality Value/Charges =

Value: Average Commodity Revenue – Processing Fee = (\$125.00 - \$95.00) per ton = \$30.00 indicating a positive value per ton × 750 tons = \$22,500 in value

- Municipality receives 80% of revenue when ACR is higher than the Processing Fee, therefore \$22,500 × 80% = **\$18,000 paid by the Contractor to the Municipality**

**2. CHARGES**

- (a) The initial Processing Fee is \_\_\_\_\_ per delivered ton.
- (b) The initial Residue Fee is \_\_\_\_\_ per delivered ton.
- (c) The initial Excess Contamination Fee is \_\_\_\_\_ per ton.
- (d) The Processing Fee, Residue Fee, and Excess Contamination Fee shall be increased by \_\_\_\_% on July 1, 2026 and each July 1 thereafter.

**3. AVERAGE COMMODITY REVENUE**

To calculate the Average Commodity Revenue per ton of the Single Stream,

- (a) The percentage of each Recyclable and Residue component set forth below contained in the Single Stream Materials as established by Composition Audits every six months in August and February, is multiplied by current value of each commodity set forth below; and
- (b) Each commodity value per ton is added together to obtain the Average Commodity Revenue per ton. Average Commodity Revenue is calculated monthly. Municipality will receive a formula sheet in an Excel spreadsheet demonstrating the monthly ACR, collected tons, Processing Fee, and total cost/revenue.

- “PPW” means the higher of the prices issued by *RISI PPI Pulp & Paper Week* for the New England Region, Domestic Price, 1st issue of the month retroactive to the first of the month.
- “SMP” means the higher of the price published at [www.SecondaryMaterialsPricing.com](http://www.SecondaryMaterialsPricing.com), for the New York Region, first dated price each month, retroactive to the first of the month.
- If PPW or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then Contractor may propose to use any such alternative publication(s) or alternate method to determine the value of each commodity set forth below. Municipality’s consent, which shall not be unreasonably withheld, conditioned, or delayed, to the use of such alternate publication or method is required.
- Notwithstanding anything to the contrary contained herein, if Contractor determines prior to the 10th of the month, that the anticipated Actual Value for any commodity will be more than 10% lower than the index published for such commodity that month, due to market conditions, Contractor may substitute the anticipated Actual Value as established on or about the 10th of the month for the index value that month.
- “Actual Value” means the average price paid to or charged the Designated Facility during the month of delivery of the Single Stream Materials, minus any freight, customs charges, duties, or other charges paid to third parties for such sales. Documentation of Actual Value will be provided to Municipality each month in an Excel spreadsheet.
- The initial Municipal Commodity Composition of the Municipality’s Recyclables shall be presumed to be as set forth in the table below based on the 2022 Average Percentage of Outbound Tons Marketed per Commodity, found in the NERC Northeast Recycling Market Report 2023 Q2 & Q3. The Composition Audits in August and February shall determine the Municipal Commodity Composition for the following six months until the expiration of the contract.

Material Component	Commodity Value	Composition %
Cardboard and other brown papers	PPW OCC #11	33.34%
All other paper	PPW MIX #54	29.88%
Aluminum / beverage cans	SMP for Aluminum Cans (Sorted, Baled, ¢/lb., picked up minus \$0.08 per pound)	1.10%
Steel/Tin	SMP for Steel Cans (Sorted, Densified \$/Ton dropped off at RC)	2.20%
Plastic #1	SMP for PET (baled, ¢/lb. picked up)	3.98%
Plastic #2 Natural	SMP for Natural HDPE (baled, ¢/lb. picked up)	0.86%
Plastic #2 Colored	SMP for Colored HDPE (baled, ¢/lb. picked up)	1.11%
Mixed Plastics	Actual Value	1.04%
Glass	Actual Value	16.49%
Residue	Residue Fee	10.00%
Total:		100%

4. **EXCESSIVE CONTAMINATION**

Contamination Audit. Where a Contamination Audit determines that Municipality’s percentage of non-recyclables exceeds ten (10%), the total tons used to calculate Average Commodity Revenue shall be reduced by the amount of excess contamination. Excess contamination shall be charged at \$\_\_\_\_\_ per ton.

*Example 3*

Average Commodity Revenue = \$5.37  
 Processing Fee = \$89.00  
 Excess Contamination = 5%  
 Excess Contamination Fee = \$100.00  
 750 tons delivered in the month

Municipality Value/Charges =

Value: Average Commodity Revenue – Processing Fee = (\$5.37 - \$89.00) per ton = \$83.63 charge per ton  
 × 712.5 tons = \$59,586.38

Excess Contamination Fee: \$100.00 per ton × 37.5 tons = \$3,750.00

Total Charge: \$59,586.38 + \$3,750.00 = \$63,336.38 for the month

**Average Commodity Revenue Table Example and Explanation**  
*(to be modified to include an actual example from Contractor)*

Revenue Share Calculation – Single Stream				
A Commodity	B Index <sup>3</sup>	C Current Composition %	D Market Value/Ton	E Values
DOC (Cardboard)	PPI DOC #11	14.25%	\$ 50.00	\$ 7.13
Mixed Paper (All other paper)	PPI Mixed Paper #54	47.51%	\$ --	\$ --
Aluminum Beverage Cans	SMP for Aluminum Cans (Sorted, Baled, cents/lb, picked) minus \$24 per pound	0.48%	\$ 700.00	\$ 3.42
Steel/Tin Cans	SMP for Steel Cans (Sorted, densified, \$/ton and shipped off at RC)	2.31%	\$ 35.00	\$ 0.81
PET (Plastic #1)	SMP for PET (Baled, cents/lb, picked up)	3.78%	\$ 310.00	\$ 11.83
Natural HDPE (Plastic #2)	SMP for Natural HDPE (Baled, cents/lb, picked up)	0.45%	\$ 450.00	\$ 2.04
Colored HDPE (Plastic #2)	SMP for Colored HDPE (Baled, cents/lb, picked up)	0.84%	\$ 290.00	\$ 2.45
Tubs and Lids (Plastic #5)	SMP for Flasks PP Post Consumer (Baled, cents/lb, picked up)	0.09%	\$ 240.00	\$ 2.27
Glass	Actual Value	20.31%	\$ (68.80)	\$ (13.97)
Residue	Residue Fee	10.00%	\$ (75.00)	\$ (7.50)
<b>Total/Blended Value</b>		100.00%		\$ 5.37
<b>MRF Processing Fee</b>			\$ 89.00	
<b>I 70% share above fees</b>				\$ (63.61)

- A. Commodity: Specifies the categories into which single stream recycling is sorted
- B. Index: Displays the method used to determine the value of the commodity. This could be a published index or the actual price at which the material is sold
- C. Current Composition %: Displays the percentage of which a given commodity comprises the total amount of single stream at the Designated Facility.
- D. Market Value/Ton: Displays the dollar value for the commodity, in the current period (this is updated monthly)
- E. Values: Displays the value associated for that commodity, found in a single ton of Single Stream Recycling (calculated by multiplying the Current Composition % by the Market Value/ Ton)

- F. MRF Processing Fee: The cost for Contractor to process a single Ton of Single Stream Recycling
- G. Total/ Average Commodity Revenue: the dollar value of the recyclables contained in a single ton of Single Stream Recycling (this is the sum of all of the above Values)
- H. Net Rebate / (Charge): equals the Total/ Average Commodity Revenue minus the Processing fee. This is the rebate or (charge) Municipality will pay per ton in a given month. Please note that charges will appear as negatives.
- I. Share Above Fees: this indicates the percentage of the rebate Contractor will share with Municipality in the event that there is a net rebate. In this example, if there is a net rebate, it would be multiplied by 0.80 to determine the amount per ton rebated to Municipality.

**EXHIBIT E, Appendix C**  
**Composition Audit Protocol**

1. Composition Audits may be performed by Contractor staff and witnessed by Municipality Representative. If Contractor prefers a third party to perform the Composition Audits, this will be stated in the Proposal and in the Contract and pricing shall be included in Part 6. The third party shall be agreed upon by both parties and coordinated by the Contractor.
2. Each Composition Audit consists of eleven (11) discrete samples taken from eleven (11) different loads (confidence interval of 88%). Multiple samples may be taken during the same day so long as each sample originates from a different truck (i.e. a different route). This practice allows for representative sampling from across as much of the Municipality as possible. Samples will be taken and aggregated over no more than five (5) days.
3. Each sample will weigh approximately 100lbs and will be collected at random from materials dumped by the collection vehicle on the tipping floor at the MRF.
4. Once the sample is segregated, it will be transported to the audit area, where the sample will be manually separated into ten (10) commodity categories: Cardboard and other brown papers, all other paper, aluminum cans, steel/tin, plastic #1, plastic #2 natural, plastic #2 colored, mixed plastics, glass, and residue. Each category will then be weighed to determine the percentage of each commodity in the sample.
5. Witnesses may request clarification on anything that is deemed non-recyclable.
6. Once 11 samples have been audited, the results will be aggregated into overall Average Commodity Value Composition %. This value will be used in the Average Commodity Revenue calculation. These values will remain in effect until it is updated at the time of the next Composition Audit.
7. Within ten (10) business days Contractor shall provide a report to the Municipality. This report shall include scanned copies of the audit sheets completed by the auditor during the sorting of each sample. The report shall also include a summary sheet including date the material was collected and audited as well as the truck and route number from which the sample was taken. Photo examples of non-recyclable items will also be provided.
8. Either party may request updates to this protocol. Updates will be made if both parties agree to any modifications.

## **EXHIBIT E, Appendix D**

### **Contamination Audit Protocol**

1. Each Contamination Audit consists of eleven (11) discrete samples taken from eleven (11) different loads (confidence interval of 88%). Multiple samples may be taken during the same day so long as each sample originates from a different truck (i.e. a different route). This practice allows for a representative sampling from across as much of the Municipality as possible.
2. Each sample will weigh approximately 200lbs and will be collected at random from materials dumped by the collection vehicle on the tipping floor at the MRF.
3. Once the sample is segregated, it will be transported to the audit area, where the sample will be manually separated into two categories: recyclable and non-recyclable. Each category will then be weighed to determine the percentage of non-recyclable material in the sample.
4. Witnesses may request clarification on anything that is deemed non-recyclable.
5. Once 11 samples have been audited, the results will be aggregated into overall rate. This overall rate shall become the residue rate used in the Average Commodity Revenue calculation. This rate will remain in effect until it is updated at the time of the next Contamination Audit.
6. Within ten (10) business days Contractor shall provide a report to the Municipality. This report shall include scanned copies of the audit sheets (see sample sheet below) completed by the auditor during the sorting of each sample. The report shall also include a summary sheet including date the material was collected and audited as well as the truck and route number from which the sample was taken. Photo examples of non-recyclable items will also be provided.
7. Municipality may request any updates to this protocol upon notification of a Contamination Audit from Contractor.



**EXHIBIT F**  
**ANNUAL RESIDENTIAL EDUCATION GUIDE**

# 2023-2024 Zero Waste Guide

## Curbside Recycling and Trash Program Rules

Place all materials on the curb no later than 7:00 AM on your collection day and not before 6:00 PM the day before. Any item left on the curb past 9:00 PM on the day after pickup is subject to fines. No container or bundle for collection may exceed 50 lbs. Specifics around acceptable equipment and limits are on page 2.

**Recycling:** Weekly participation is mandatory and enforced. Do not remove empty recycling bins before trash has been collected.

**Weekly Trash Limit:** Each household has a 100-gallon limit, or the equivalent of three 32-gallon trash barrels. While you may use trash bags at the curb, Arlington recommends placing all trash in a covered barrel.

**Excess Trash:** Trash over the weekly limit is the responsibility of the property owner to pay for its collection through private hauling companies. Dumpsters placed on the street require a permit from the Building Department, 781-316-3392.

**Weekly Unlimited Yard Waste Collection:** Paper leaf bags and clearly marked barrels (requires Town-provided "Yard Trimmings" sticker) are the only acceptable containers for yard waste. Plastic bags of yard waste cannot be collected as trash or as yard waste. See more rules under the calendar on page 5.

**Burnable Bulk Trash Items:** One burnable item is accepted with curbside collection per household, per week, free of charge and without need of an appointment. Examples include wood bed frames, upholstered, wood or plastic furniture, microwaves, and area rugs 3'x5' or smaller, and carpet (max six 3' wide rolls, taped/tied). Tires are not accepted as trash but can be recycled at local tire service stations for a fee, call ahead. Bulky rigid plastic items are recyclable at the monthly Arlington Reuse & Recycling Center

Mattresses and box springs, sizes crib through king, require recycling per state waste ban laws. The Town-provided program costs \$45 per unit. For curbside collection go to [toughstuffrecycling.com](http://toughstuffrecycling.com). For drop off options make an appointment at the Reuse & Recycling Center: [arlingtonma.gov/recycle](http://arlingtonma.gov/recycle)

**Metal items:** Metal cannot be included as trash, per state waste ban laws. Scrap metal and propane tanks can be brought to the Reuse & Recycling Center by appointment. If you need curbside collection, contact Republic Services to pay the fee and make an appointment. Examples: metal bed frames, file cabinets, pipes, metal fence, exercise equipment, sports equipment, lawnmowers or snow blowers (fluids removed), grills.

**Some materials are not accepted as municipal trash per state laws, such as construction and demolition debris as well as household hazardous waste.** Only allowable trash, known as "municipal solid waste," is collected by our contractor. Allowable municipal solid waste *excludes* any materials covered by the Massachusetts Department of Environmental Protection Waste Bans, such as inherently dangerous, toxic, or hazardous wastes regulated by State and Federal authorities. Waste ban items include televisions and CRTs, construction and demolition debris, metal, white goods (see "Appliances" below), auto parts, stumps (regardless of size), dirt, rocks, concrete, biological waste, ammunition & explosives, clothing & textiles, and mattresses. More at [mass.gov/guides/massdep-waste-disposal-bans](http://mass.gov/guides/massdep-waste-disposal-bans)

**Appliances (white goods):** Appliances must be collected at the curb, by appointment only, for recycling (\$20 per unit). Contact Republic Services to pay and schedule a Friday pickup. Examples include clothes washers, dryers, dishwashers, stoves, microwaves, refrigerators, air conditioners, hot water heaters, oil-filled heaters, and dehumidifiers.

**Large TVs:** \$38 or \$50 depending on size, contact Republic Services to pay and schedule appointments if you need these collected at the curb. Drop off options are less expensive, see page 4.

**Excess Trash (over the limit) and extra bulky trash items:** Please make arrangements with a private hauler and compare pricing. Hardware stores sell single-use soft-sided dumpsters, and regular dumpsters can be rented from private hauling companies.

# Curbside Program - How It Works

**Three Trucks:** Three categories of materials are collected by three separate trucks: trash, recycling, and yard waste. Keep all containers grouped together at the curb. The Town does not currently provide equipment.

**Trash:** While trash bags are accepted at the curb, residents are encouraged to use trash barrels with lids, per state public health regulations. Trash is limited to 100 gallons per week per household, and 32-35 gallon barrel size is advised.

**Recycling:** The Town does not distribute recycling bins. When choosing your own bin or barrel, blue containers are the best choice, but if you reuse an existing container it must be clearly marked with a DPW "Recycling" bumper sticker. Please choose a recycling container that is large enough to accommodate your recycling and prevent it from blowing away. Unlimited amounts of recycling are accepted at the curb. Recycling must accompany trash at curb. To ensure trash is collected, do not remove empty recycling bins before trash has been collected.

**Single Stream Preparation:** All recyclables (cans, bottles, jars, jugs, tubs) must be rinsed free of all contaminants. Remove and discard all corks in trash. To recycle plastic bottle lids, remove some air from the container and then re-attach the lid. Do not place items in recycling that are smaller than a credit card because they cannot be sorted and recovered correctly.

**Yard Waste:** Must be in paper yard waste bags or in a reusable barrel with the DPW "Yard Trimmings" bumper sticker clearly visible. Tree branches must be 3 feet or shorter and under 1 inch thick. Branches may be bundled with compostable twine, and all items placed out must weigh less than 50 lbs. No stumps, rocks, soil, or root balls of any size will be collected.



Free bumper stickers are available at the DPW at 51 Grove Street, Shattucks Hardware Stores, Town Hall, and Libraries.



Learn more with the  
**Recyclopedia**  
search tool at  
[arlingtonma.gov/recycle](http://arlingtonma.gov/recycle)

## Metal



**Food and Beverage Cans**  
empty and rinse

## Plastic



**Bottles, Jars, Jugs and Tubs**  
empty and replace cap

## Glass



**Bottles and Jars**  
empty and rinse

## Paper & Cardboard



**Mixed Paper, Newspaper, Magazines, Boxes**  
empty and flatten

**NO!**



**Do Not Bag  
Recyclables  
No Garbage**



**No Plastic Bags  
or Plastic Wrap**  
(return to retail)



**No Food or Liquid**  
(empty all  
containers)



**No Clothing or  
Linens**  
(use donation  
service)



**No Tangles**  
(no hoses,  
wires, chains)

# 2023-24 Program Highlights

## Mattress Recycling

Mattresses are now required to be recycled by state law. In Arlington, we offer two options; drop off at the Reuse & Recycling Center by appointment, or set up a curbside collection appointment through [toughstuffrecycling.com](http://toughstuffrecycling.com). Both options cost residents \$45 per unit

## Fixit Clinics



Bring your broken stuff to a Fixit Clinic and learn how to open it up and problem solve together with knowledgeable and handy Fixit coaches. Or are you handy yourself? Join our coaching team! Upcoming events at Robbins Library Community Room from 2:30-4:30 PM on these dates: Nov. 18, 2023, March 9 & May 11, 2024. More info at [arlingtonma.gov/recycle](http://arlingtonma.gov/recycle)

## Did you know: Arlington Schools are Composting!

The Arlington Public Schools divert tons of food waste per year through lunchroom food scrap diversion composting. Arlington students are taking the lead to raise awareness and inspire action around recycling, composting, and climate change through Green Teams, environmental clubs, and town-supported projects and internships. Food share tables and donation of unopened, pre-packaged food are extending these waste reduction efforts. For more information about school sustainability activities, contact Rachel Oliveri, APS School Sustainability Coordinator at [roliveri@arlington.k12.ma.us](mailto:roliveri@arlington.k12.ma.us)

## Latex Paint Disposal

Many of us have excess paint at home. Before it gets old, consider donating it to Boston Building Resources, recycling it with Recolor Paints, or if it's not good enough to reuse or recycle, dry it out completely, place open cans in a box at the curb, and it will be collected as trash.



## Green Teams and Textile Recycling

School Green Team environmental clubs help raise community awareness about the importance of recycling our textiles, which includes clothing, shoes, luggage, sheets, towels, curtains and more. Now a state law, textile recycling has been around for a long time, but residents may still not know about the environmental benefits - 95% of textiles can be reused or made into rags or insulation!

If you live near one of our schools, you'll find a white textile collection bin the driveway behind the school, available 2/7 for dropping off your textiles. Thanks for supporting our Green Teams!



## Household Hazardous Waste

Hazardous and toxic materials come into our homes for a use, but tend to hang around a long time because we're not sure what to do with them. These materials are **collected 8 times a year at no additional cost** to Arlington residents.

Examples include oil-based paints, stains, thinners, motor & blower fluids, cleaning & pool chemicals, lawn fertilizers, herbicides & pesticides, and adhesives & sealants.

Registration is required, go to [arlingtonma.gov/hhw](http://arlingtonma.gov/hhw)

# Reuse & Recycling Center + Swap Shed

## Drop Off Harder-To-Recycle Materials at 33 Ryder Street, Arlington residents only

Appointment Required: [arlingtonma.gov/recycle](http://arlingtonma.gov/recycle) or 781-316-3108

### Weekday and Monthly Weekend Dates

**Electronic Waste**, fees for TVs and monitors (\$20) and laptops (\$5), everything else is free. Bring your phones, cables/wires, printers, stereo equip., computer parts, and small cooking appliances.

**Batteries**, rechargeable, lithium, ni-cad, lead acid (alkaline and button cell batteries go in trash)

**Scrap Metal**, such as hangers, pots/pans, shelving, file cabinets, pipe/fencing, grills, mowers

**Books**, but encyclopedias, old text books and moldy books go in the trash

**Media**, professionally recorded CDs, DVDs and games (personal discs go in trash)

**Clothes, Shoes, & Textiles**, such as sheets and towels, must be dry, please place in a bag

**Fire Extinguishers**, \$5 if full, free if discharged and the top is removed

**Propane Tanks**, up to 20 lbs.

**Ink and Toner Cartridges**, can also drop off at office supply stores

**Mattresses**, \$45 per unit, all sizes crib to king. Futons and sofa bed mattresses can go in trash.

**Packing Foam**, only clean, white, rigid packing foam that snaps when you bend it, like a cooler

**Bulky Rigid Plastic**, Large item, trash barrels, storage bins, and outdoor furniture, no small plastics

**Plastic Bags and Bubble Wrap**, clean and dry. Also drop off at local grocery stores for recycling

## These materials are not accepted at the Reuse & Recycling Center



Hoses are trash



Latex paint must be dried completely then placed in trash



Return CFLs to hardware stores for safe disposal, others go in the trash



PVC pipe and vinyl siding, in small amounts, are trash



Soft foam is trash

### Special Events at the Reuse & Recycling Center

### No Appointment Required

Arlington residents only



#### Secure Document Shredding 9 AM to 12 PM

Free, 2 box max for residents

Small businesses pay \$5/box, 5 box max

Cash donations accepted for local hunger relief, thank you!

~ September 30 and November 18, 2023

~ March 9 and May 11, 2024



#### Medical Sharps Disposal 9 AM to 12 PM

~ August 12 and November 4, 2023

~ February 4 (Sunday) and May 4, 2024

#### Bicycle Donation Bonanza with the Bike Connector

Open to residents beyond Arlington

~ Saturday, October 14, 2023, 2-4 PM

~ possible spring event, check Town calendar for updates

# 2023-2024 Collection Calendar

2023

JULY							AUGUST							SEPTEMBER							OCTOBER						
SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT
						1	1	2	3	4	5		1	2						1	2	3	4	5	6	7	
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				
30	31																										

2023


NOVEMBER							DECEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4						1	2	
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30	31		24	25	26	27	28	29	30


2024


JANUARY							FEBRUARY							
SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	
		1	2	3	4	5	6					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	
28	29	30	31				25	26	27	28				


2024

MARCH							APRIL							MAY							JUNE						
SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT
						1	2							1	2	3	4								1		
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	23	24	25	26	27	28	29	
31																					30						

 **Weekly Unlimited Yard Waste Collection** ends the week of Dec. 4-8, 2023 on your collection day, with one drop off day at 33 Ryder St. on Sat. Dec. 16, 9 AM -12 PM. Curbside collection resumes week of April 15, 2024. Yard waste must be in barrels or paper bags labeled with a town Yard Trimmings sticker, no plastic bags. Small branches must be 3 feet or shorter and under 1 inch thick. Branches may be bundled and tied with compostable twine and must weigh less than 30 lbs. No stumps, root balls, rock, soil, or fruit allowable.

 **Christmas Tree Collection** the weeks of Jan. 1-5 and 8-12, 2024 on your collection day. No plastic bags, No yard waste.

 **No Collection (holiday).** Trash delayed on day the rest of the week. Friday collections are on Saturday.

 **Household Hazardous Waste:** Appointment required, register at [arlingtonma.gov/recycle](http://arlingtonma.gov/recycle) or call the office for assistance: 781-316-3108.

 **Arlington Reuse & Recycling Center:** Collecting harder-to-recycle materials. Appointment required, register at [arlingtonma.gov/recycle](http://arlingtonma.gov/recycle) or call the office for assistance: 781-316-3108.

## Arlington Public Works Administration

51 Grove Street, 2nd Floor  
Hours: Monday - Friday, 8:00 AM- 4:00 PM

## Reuse & Recycling Center

33 Ryder Street  
by appointment: [arlingtonma.gov/recycle](http://arlingtonma.gov/recycle)

**781-316-3108 for questions or information**

## Contact Republic Services

- Report missed collections
  - Schedule and pay for appliance collection
  - Get a estimate for excess trash pick-up
- 781-289-0500 during business hours, or call our office for assistance at 781-316-3108.

Receive holiday and recycling event reminders:  
[arlingtonma.gov/subscribe](http://arlingtonma.gov/subscribe)

# Drop Off, Donate, Borrow

There is no transfer station in Arlington. All material that is collected at the curb is taken directly out off Town. We offer drop off options for harder to recycle materials, host events for common categories of materials, and partner with local hardware stores. Also see Reuse & Recycling Center on p. 4.

**TV/Computer Monitors/CRTs:** Required to recycle, fee applies, see Reuse & Recycling Center, p. 4

**Electronic Waste (e-waste):** Optional to recycle. Make an appointment for the Reuse & Recycling Center to drop off these items for free. Please trash fans, humidifiers, and vacuum cleaners.

**Mercury:** Keep these items out of the trash: Batteries (lithium, rechargeable, lead acid, ni-cad, buton-cell), thermometers, and thermostats. Make an appointment at the Reuse & Recycling Center for proper handling. Alkaline batteries go in the trash.

**Fluorescent Light Bulbs:** Never accepted as trash. Bring to Shattuck or Shattuck Heights hardware stores for proper disposal.

**Household Hazardous Waste (HHW):** Banned by state law from entering the municipal waste stream, HHW is collected eight times per year in Lexington. Registration is required and the dates are in this Guide on page 5. Free for Arlington residents. Details at [arlingtonma.gov/hhw](http://arlingtonma.gov/hhw)

**Paint:** Oil-based paints can only be disposed of at Household Hazardous Waste collections. Latex paint should be completely dried, open cans placed in an open box, then place that box next to your regular trash. Do not place these out on rainy days.

**Sharps, Medications, Pill Bottles:** Medical sharps are collected at drop off events, see page 4 for dates. Unwanted medications can be dropped off 24 hours a day, 7 days per week in the medication disposal drop box at the Community Safety Building at 112 Mystic Street. Never flush medication down a drain. Empty prescription and over-the-counter medication bottles belong in the trash.

**Medical Sharps:** Not accepted as trash. Collected (in red Sharps containers) at specific Reuse & Recycling Center events., see dates on p.4 and on the Health Department web page. Call Board of Health with your questions: 781-316-3170.

## Consider Donation

**Second Chances** reuses and recycles clothing, shoes, and accessories so that homeless and lower-income people feel confident and valued as they take their first steps toward brighter futures and, as a community, we can minimize the amount of apparel going into local landfills.

**Boston Building Resources** helps people repair and improve their homes while also sparing the environment from needless waste.

**Household Goods, Inc.** provides a full range of donated furniture and household items, free of charge, to help people in need make a home.

Please check what types of materials and in what condition these partners are looking for before donating.



HOUSEHOLD  
GOODS™

## Borrow instead of Buy!

Appliances, instruments, games, puzzles, electronics and more at Robbins Library!



**EXHIBIT G**  
**PREVAILING WAGE RATES**





MAURA HEALEY  
Governor

KIM DRISCOLL  
Lt. Governor

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

Prevailing Wage Rates

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

LAUREN JONES  
Secretary

MICHAEL FLANAGAN  
Director

**Awarding Authority:** Town of Arlington  
**Contract Number:** 24-16 **City/Town:** ARLINGTON  
**Description of Work:** 24-16 Trash & Recycling Collection and Hauling Services for the Town of Arlington (Must include curbside pickup)  
**Job Location:** Arlington, MA

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Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Trash/Recycle</b>						
Laborer / Driver <i>{Teamsters 25-Capitol &amp; Allied Waste}</i>	07/01/2023	\$32.75	\$14.31	\$0.00	\$0.00	\$47.06

Additional Apprentices 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. Apprentices ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

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

All steps are six months (1000 hours.)

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

\*\* Multiple ratios are listed in the comment field.

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

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

**EXHIBIT H**

**PRICE FLUCTUATIONS AND FUEL SURCHARGE**

## EXHIBIT H

### PRICE FLUCTUATIONS AND FUEL SURCHARGE

The annual base price cost varies from Year 1 to Year 2 and all consequent years. This increase is accommodating various factors, such as Consumer Price Index and Prevailing Wage Rates.

In addition, Fuel Adjustments are to be included in the monthly invoices based on the calculation described below:

#### **Fuel Adjustment Formula**

Beginning on July 1, 2025, the Contractor or the Municipality will be entitled to quarterly fuel adjustments. The quarterly adjustment to the base price contract price is based on the difference between the average three-month price of diesel fuel as measured by The Weekly New England No 2 Diesel Retail Rates by All Sellers as published by the Energy Information Administration (the "EIA Index") and the Baseline Fuel Price in this Exhibit.

**For the term of this contract, the Baseline Fuel Price is \_\_\_\_\_ per gallon (including taxes) for diesel fuel.**

**Increases or decreases, as determined above, will be applied to the predetermined volume of fuel used (baseline gallons), which will be \_\_\_\_\_ gallons per month for the term of this contract.**

Adjustments will be made quarterly on the first day of each quarter, and any adjustments will be reflected in the monthly invoice to the Municipality in equal monthly installments over the ensuing 3-month period. These adjustments are based on the previous 3-month average cost of diesel fuel as determined by the EIA Index referenced above.

All Monthly Fuel Adjustments to contract price, increase or (decreases), will be made to the monthly base cost of collection services then in effect which is established July 1, October 1, January 1 and April 1 of each fiscal year.

**EXHIBIT I**  
**PROPOSER IRS FORM W-9**

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <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"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>	
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	<b>6</b>	City, state, and ZIP code		
	<b>7</b>	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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

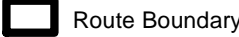



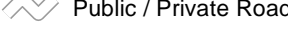
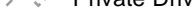
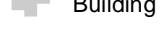
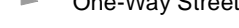
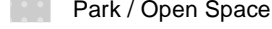

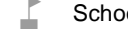
New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

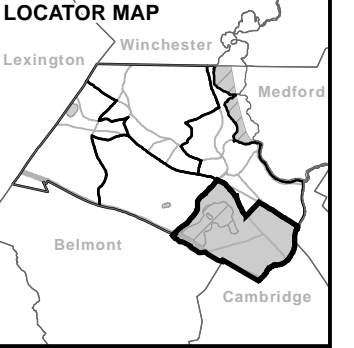
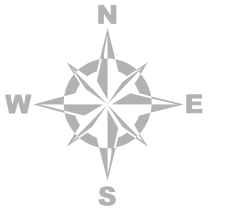
## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**EXHIBIT J**  
**ROUTE MAPS**

# Town of Arlington Trash and Recycling Monday

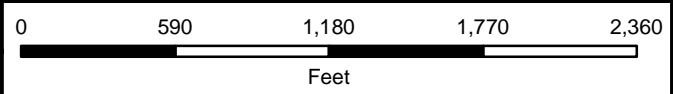
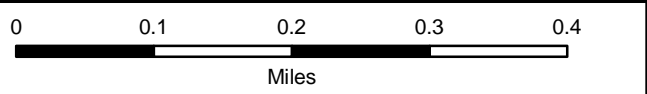
-  Route Boundary
-  Trash Bin
-  Dumpster
-  Major Road
-  Public / Private Road
-  Private Drive
-  Building
-  One-Way Street
-  Trail / Bikeway
-  Park / Open Space
-  Water Body
-  School



For more information about  
Trash and Recycling routes,  
visit [www.arlingtonma.gov/Recycle](http://www.arlingtonma.gov/Recycle).  
Map created by the  
Arlington GIS Office: 6/19/2012.

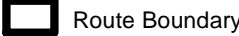

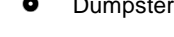
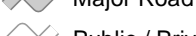

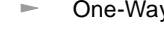
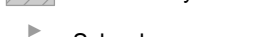




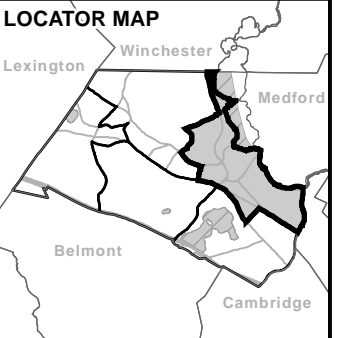
## Monday





# Town of Arlington Trash and Recycling Tuesday

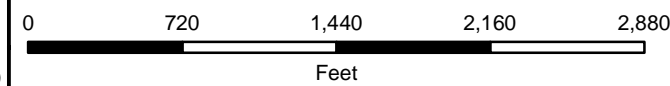
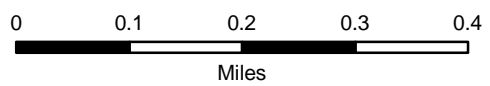
-  Route Boundary
-  Trash Bin
-  Dumpster
-  Major Road
-  Public / Private Road
-  Private Drive
-  Building
-  One-Way Street
-  Trail / Bikeway
-  Park / Open Space
-  Water Body
-  School



For more information about  
Trash and Recycling Routes,  
visit [www.arlingtonma.gov/Recycle](http://www.arlingtonma.gov/Recycle).  
Map created by the  
Arlington GIS Office: 6/19/2012.



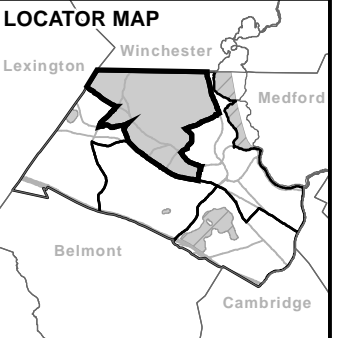
## Tuesday



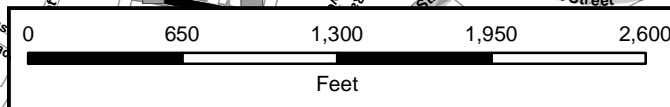
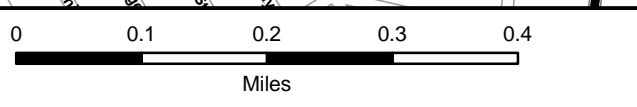


Town of Arlington  
Trash and Recycling  
**Wednesday**

- Route Boundary
- Trash Bin
- Dumpster
- Major Road
- Public / Private Road
- Private Drive
- Building
- One-Way Street
- Trail / Bikeway
- Park / Open Space
- Water Body
- School

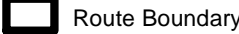




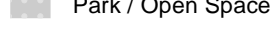
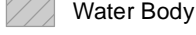
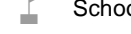


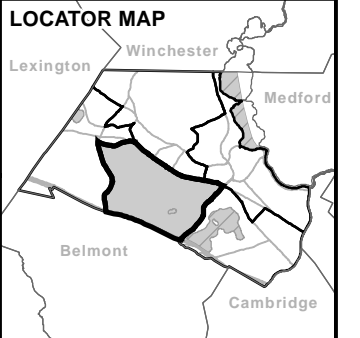
For more information about  
Trash and Recycling Routes,  
visit [www.arlingtonma.gov/Recycle](http://www.arlingtonma.gov/Recycle).  
Map created by the  
Arlington GIS Office: 6/19/2012.



**Wednesda**

# Town of Arlington Trash and Recycling Thursday

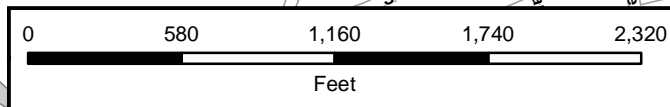
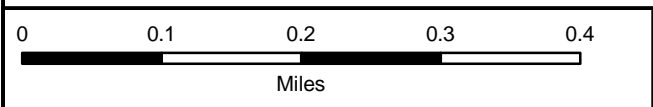
-  Route Boundary
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Map created by the  
Arlington GIS Office: 6/19/2012.

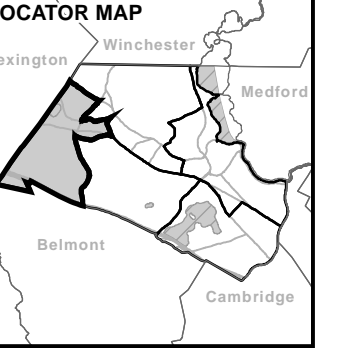


## Thursday



# Town of Arlington Trash and Recycling Friday

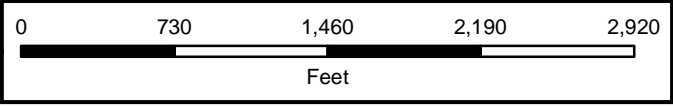
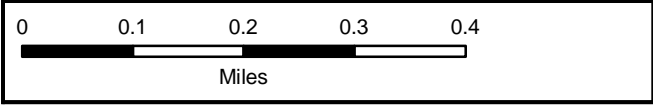
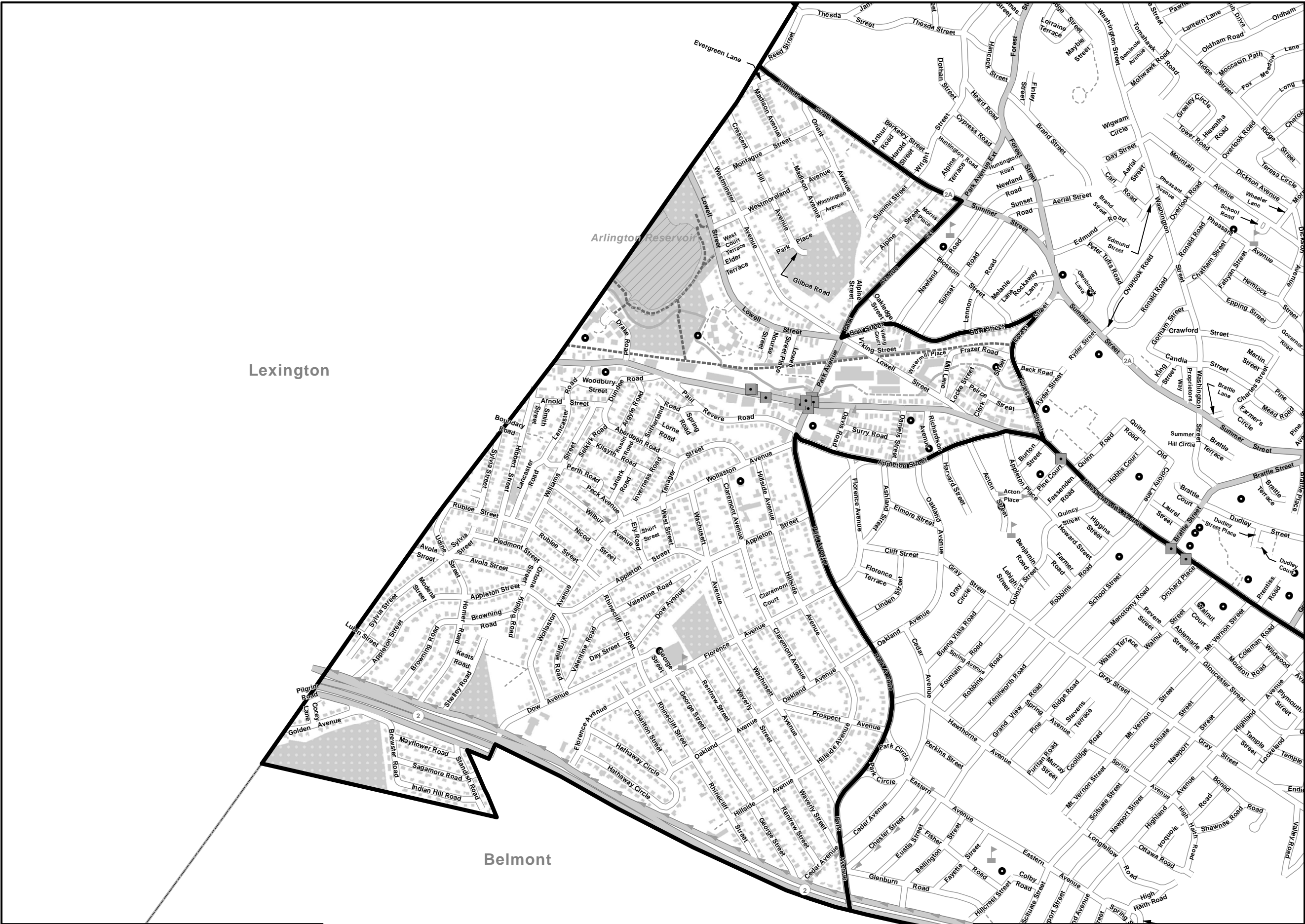
-  Route Boundary
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-  School



For more information about  
Trash and Recycling Routes,  
visit [www.arlingtonma.gov/Recycle](http://www.arlingtonma.gov/Recycle).  
Map created by the  
Arlington GIS Office: 6/19/2012.



## Friday



**EXHIBIT K**

**AUTHORIZED BACK-IN STREETS**

## Exhibit K- Arlington Approved Back Ins, 2024

<u>Street Name</u>	<u>Day of Pick up</u>	<u>Dead End</u>	<u>Notes</u>
Gould Street @ Devereaux	Monday		
Spring Valley Street	Monday	X	
Lakeview Street	Monday	X	
Peabody Road	Monday	X	
Hopkins Road	Monday	X	
Addison Street	Monday	X	
Lombard Terrace	Monday	X	
Swan Place	Monday	X	
Whittemore Street	Monday	X	
Avon Place	Monday	X	
Pond Lane ( from Mass Ave)	Monday	X	
1/2 Linwood Street	Monday	X	
Marion Circle	Monday	X	
2 stops on Varnum Street	Monday		
Lafayette Street	Monday	X	Dirt Road
1/2 Fairmont Street	Monday	X	
1/2 Thorndike Street	Monday	X	
2 stops on Herbert Road	Monday		
Boulevard Road	Monday		
2 Stops on Raleigh Street	Monday		
4 stops on Waldo Road	Monday		
Lee Terrace	Monday	X	
1/2 swain Street	Monday		
Teel Street Place	Monday	X	
Cottage Avenue	Monday		
4 stops on Colonial Drive	Monday		
1/2 Spy Pond Parkway	Monday	X	
Garrison Road	Monday	X	
1/2 bay State Road	Monday	X	
1/4 Dorothy Road	Monday		
Mary Street	Monday	X	
Devereaux Street	Monday		
Gould Road	Monday		
Backing off Streets into Condos and Containers	Monday		
Kimball Road	Tuesday	X	
Stowecroft Road	Tuesday		
Baker Road	Tuesday	X	
1/2 of Sorenson Road	Tuesday	X	
1/2 of Columbia Road	Tuesday		
Lillian Lane	Tuesday		
1/2 Radcliffe Road	Tuesday		
Farrington Street	Tuesday		
Pamela Drive	Tuesday	X	
1/4 College	Tuesday	X	
Ivy Circle	Tuesday	X	

## Arlington Approved Back Ins, 2024

Winthrop Road	Tuesday		
Central Street	Tuesday	X	
Hazel Terrace	Tuesday	X	
Vista Circle	Tuesday	X	
Park Street Place	Tuesday	X	
3 stops on Alton Street	Tuesday		
Norcross Circle	Tuesday	X	
Sunny Side Avenue	Tuesday	X	
Marrigan Street	Tuesday		Truck bottoms out
Hadley Court	Tuesday		
Harris Circle	Tuesday		
Gordon Road	Tuesday	X	
Court Street	Tuesday		Dirt Road
Sachem Avenue	Tuesday		
Parker Road	Tuesday	X	
Ryder Street	Wednesday		
1/2 Dodge Street	Wednesday		
Summer Hill Circle	Wednesday	X	
Melanie Lane	Wednesday		
Brattle Terrace	Wednesday	X	
Rockaway Lane	Wednesday		
Washington Street	Wednesday		
Brattle Place	Wednesday	X	
Summer Street Place	Wednesday	X	
Grove Street Place	Wednesday	X	
Ramsdale Court	Wednesday		
Willow Court	Wednesday		
Brattle Court	Wednesday		
Laurel Street	Wednesday		
Prentiss Road	Wednesday		
Grove Street	Wednesday		Low Bridge
Forest Street	Wednesday		Low Bridge
Brattle Street	Wednesday		Low Bridge
King Street	Wednesday		
Proprietors Way	Wednesday	X	
Patricia Terrace	Wednesday		
Skyline Drive	Wednesday	X	
Henry Street	Wednesday	X	
Elwen Road	Wednesday		
Thomas Street	Wednesday		too steep
1/2 Hancock Street	Wednesday		
Alpine Terrace	Wednesday	X	
Aerial Street	Wednesday		
Brand Street	Wednesday		
Finely Street	Wednesday		
Viking Court	Wednesday		
Brattle Lane	Wednesday		

## Arlington Approved Back Ins, 2024

1/2 lansdowe Road	Wednesday		
Rockland Avenue	Wednesday		
Jeffrey Road	Wednesday		
Governor Road	Wednesday		
janet Road	Wednesday		
Knowles Farm Circle	Wednesday		
Twin Circle Drive	Wednesday	X	
Sleepy Hollow Lane	Wednesday	X	
Christine Road	Wednesday		
Winchester Road	Wednesday		
Lovell Road	Wednesday		
1/2 Ridge Street	Wednesday		
Apache Trail	Wednesday		
Old Middlesex	Wednesday		
1 Stop on Country Club	Wednesday		
Martin Street	Wednesday	X	
Farmers Circle	Wednesday	X	
Pine Avenue	Wednesday		
Hiawatha Road	Wednesday	X	
Tomahawk	Wednesday	X	
Seminole Avenue	Wednesday	X	
lawrence Lane	Wednesday	X	
Wigwam Circle	Wednesday	X	
Gay Street	Wednesday	X	
1/2 Carl Road	Wednesday		
1/2 Brand Street	Wednesday		
edmund Street	Wednesday		
Tower Road	Wednesday		
Glenbrook Lane	Wednesday		Condo
Dothan Street	Wednesday	X	
1/2 Wright Street	Wednesday		
Peg Spengler Way	Thursday	X	
Oak Knoll	Thursday	X	
Pelham Terrace	Thursday	X	
Jason Court	Thursday	X	
Jason Terrace	Thursday	X	
Windmere Lane	Thursday		
Windmere Park	Thursday	X	
1/2 Irving Street	Thursday		
1/2 Mountain Road	Thursday		
Walnut Court	Thursday		
Orchard Place	Thursday		
Revere Street	Thursday		
Lehigh Street	Thursday	X	
Benjamin Road	Thursday		
Fessenden Road	Thursday		
Pine Court	Thursday	X	



## Arlington Approved Back Ins, 2024

Harvard Street	Thursday	X	
Acton Street	Thursday		By School
Florence Terrace	Thursday		
Gray Circle	Thursday		
1/4 Newport	Thursday		
1/4 Spring Avenue	Thursday		
Puritan Road	Thursday		
Perkins Street	Thursday		
Monadnock Road	Thursday	X	
Brunswick Road	Thursday		Construciton
Spring Street	Thursday	X	
Stoney Brook Road	Thursday	X	
Morton Road	Thursday	X	
Iroquois Road	Thursday	X	
Bonad Road	Thursday		
Burton Street	Thursday		
High Haith Road	Thursday		
Bellingham Street	Thursday		3 stops
Fisher Street	Thursday		
Hillcrest Street	Thursday		
Scituate Street	Thursday		Truck Bottoms Out
Spring Avenue	Thursday		
Drake Road	Friday		
Lancaster	Friday		
1/2 Locke Street	Friday		
1/2 Clark Street	Friday		
Elder Terrace	Friday	X	
West Court	Friday		
1/4 Westmoreland	Friday	X	
Nourse Street	Friday	X	
Lowell Street Place	Friday	X	
Madison Avenue	Friday		
1/4 Summit Street	Friday		
1/4 Alpine Street	Friday		
Harold Street	Friday		
Orient Avenue	Friday		
Claremont Court	Friday		
Corey Lane	Friday		
Pilgrim Road	Friday		
Avola Street	Friday	X	
Lorne Road	Friday		
1/2 Inverness Road	Friday	X	
1/2 Peck Avenue	Friday		
Spring Road	Friday		
1/2 Nicod Street	Friday	X	
1/2 Rublee Street	Friday	X	
Smith Street	Friday		

# Arlington Approved Back Ins, 2024

Woodbury Street	Friday	X	
1/4 Sylvia Street	Friday	X	
Day Street	Friday		
Hillside Avenue	Friday		By Church
1/4 Charlton Street	Friday		
Short Street	Friday		
1/4 Golden Avenue	Friday		
1/2 Shelly Road	Friday	X	
1/2 kiplin Road	Friday		

**EXHIBIT L**

**COMMERCIAL ORANGE BAG PROGRAM**

## Exhibit L - Commercial Orange Bag Customers

Arlington Code Ninjas	683 Mass Ave	Monday
Bhatia & Bhatia	418 Mass Ave	Monday
Chaubandi	177 Mass. Ave	Monday
First Impression Dental	281 Mass Ave	Monday
Gurka, Gary MD	63 Mass. Ave	Monday
Ivy Media Corporation	19 Broadway	Monday
Kentory Ventures	19 Broadway	Monday
Leader Bank	141 Mass. Ave	Monday
Lotus Flow Studio	185 Mass. Ave	Monday
Personal Care Chiropractic	104 Mass. Ave	Monday
Ronald A. Reisz Dispensing Optition	452 Mass Ave.	Monday
Sleepy Dog Vet	114 Mass. Ave	Monday
Something Sweet w/I Wheat	169 Mass. Ave	Monday
The Clip Joint	108 Mass. Ave	Monday
Archambault Chairopractic	9 Chestnut Street	Tuesday
Brown Fenollosa	197 Broadway	Tuesday
Cambridge Strenth	1 Broadway	Tuesday
Dance Place	182 Broadway	Tuesday
Dental Restorative	19 Chestnut Street	Tuesday
Desimone, David DMD	305 Mass. Ave	Tuesday
Family Injera	195 A Broadway	Tuesday
Fenway Market	203 Broadway	Tuesday
Fitzsimmons, Bruce Attorney	635 Mass. Ave	Tuesday
Gosselin & Kyriakidis	635 Mass. Ave	Tuesday
Great Sky Solar	29 Mill Street	Tuesday
Homer Contracting	195 Broadway	Tuesday
Jacquis Design Group	280 Broadway	Tuesday
Lynne and Jen's Dance Studio	86 Warren Street	Tuesday
Magic Dragon Comics	91 Warren Street	Tuesday
Music Studios of Arlington	399 Mass. Ave	Tuesday
Pear Tree Hair Design	199 Broadway	Tuesday
Play 'n Pup	6 Alton Street	Tuesday
R M Realty	635 Mass Ave	Tuesday
Ready Set Kids	284 Broadway	Tuesday

## Exhibit L - Commercial Orange Bag Customers

Rush Kent Insurance Agency	9 Court Street	Tuesday
Sonny and Sons	26 Garden Street	Tuesday
Swanson Jewelers	717 Mass. Ave	Tuesday
The Arlington Center	369 A Mass. Ave	Tuesday
Annese, Robert Attorney	1171 Mass. Ave	Wednesday
Autowater Irrigation	12 Brattle Court	Wednesday
Aya Culture Kitchen	75 Dudley St	Wednesday
Cody Floral Design	26 Dudley Street	Wednesday
Horizon's Salon	1309 Mass Ave	Wednesday
Marmo Machine	26 Dudley Street	Wednesday
Mystic Wine Shop	901 Mass. Ave	Wednesday
R. W. Shattuck & Co. Inc.	24 Mill Street	Wednesday
Upbeat Cycle	6R Schouler Court	Wednesday
Cross Fit Accolade	40 Park Ave.	Wednesday
Anderson Florist	830 Mass. Ave	Thursday
Arlington Friends of the Drama	22 Academy Street	Thursday
Arlington Pediatric Dental	800 Mass. Ave, Ste 2	Thursday
Arlington Orthodontics	800 Mass. Ave. Ste 1	Thursday
Avenue Appraisals	1070 B Mass. Ave	Thursday
Lawnicki, Barbara DMD	1068 Mass. Ave	Thursday
Magic Bites Bakery	916 Mass. Ave	Thursday
Marchelle Salone	820 Mass Ave	Thursday
Mystic Open Studio	785 Mass Ave	Thursday
Sanford Camera	1056 Mass. Ave	Thursday
Wish Salon	783 Mass Ave.	Thursday
Cookie Time Bakery	1375 Mass Ave	Friday
Galaxy Market	1348 Mass. Ave	Friday
J&L Hair Studio	1371 Mass Ave.	Friday
Park West Salon	90 Lowell Street	Friday
Skelmir, LLC	81 Park Ave.	Friday
Wanamaker Hardware	1298 Mass. Ave	Friday
Home Décor Group	1472 Mass. Ave	Friday

**PART 5**

**Certificates of Non-Collusion and Tax Compliance**

**CERTIFICATE OF NON-COLLUSION**

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.

\_\_\_\_\_  
Signature of individual submitting bid or proposal

\_\_\_\_\_  
Name of business

**TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. c. 62C, §49A, the undersigned, acting on behalf of the Contractor, certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature of Individual submitting bid or proposal

\_\_\_\_\_  
Name of business

## Part 6 - Price Proposal Sheet

Primary Services		Cost in Fiscal Year				
Item #	Units	FY26	FY27	FY28	FY29	FY30
1a	Trash Disposal	per ton				
1b	Annual Curbside Trash Collection (current program)					
1c	Annual Curbside Trash Collection (single cart collection)					
1d	Annual Curbside Recycling Colleciton (current program)					
1e	Annual Curbside Recycling Colleciton (single cart colleciton)					
1f	Annaul Curbside Organics Collection					
1g	Annual Curbside Yard Waste Colleciton (current program)					
1h	Annual Curbside Yard Waste Colleciton (5 bag weekly limit)					
1j	Cart Maintenance Services (waste and recycling)					

Recycling Services		Cost in Fiscal Year				
Item #	Units	FY26	FY27	FY28	FY29	FY30
2a	Single Stream Processing Fee	per ton				
2b	Excess Contamination Fee	per ton				
2c	Initial Residue Fee	per ton				
2d	Source Seperated Cardboard	per ton				
2e	Rigid Plastics	per ton				
2f	Construciotn & Demolition	per ton				

Pickup and Hauling Per Item Pricing		Cost in Fiscal Year				
Item #	Units	FY26	FY27	FY28	FY29	FY30
3a	Burnable Bulky Item	EA				
3b	White Goods	EA				
3c	TVs & CRTs	EA				
3d	Large Metal Items	EA				
3e	Small Metal Items	EA				
3f	Sinks & Toilets	EA				
3g	Mattress & Box Springs	EA				



Per Picup Rates		Cost in Fiscal Year				
Roll Off Services						
Item #	Units	FY26	FY27	FY28	FY29	FY30
4a	30yd OCC Dumpster Haul Rate	EA				
4b	30yd Rigid Plastic Dumpster Haul Rate	EA				
4c	30yd C&D Container Haul Rate	EA				
Solid Waste Dumpsters						
Item #	Units	FY26	FY27	FY28	FY29	FY30
5a	2YD MSW	EA				
5b	4YD MSW	EA				
5c	6YD MSW	EA				
5d	8YD MSW	EA				
5e	10YD MSW	EA				
Recycling Dumpsters						
Item #	Units	FY26	FY27	FY28	FY29	FY30
6a	2YD Recycle	EA				
6b	4YD Recycle	EA				
6c	6YD Recycle	EA				
6d	8YD Recycle	EA				
6e	10YD Recycle	EA				

Additional Services		Cost in Fiscal Year				
Item #	Units	FY26	FY27	FY28	FY29	FY30
7a	Contamination Audit Upon request	EA				
7b	Third Party Composotion Audit	EA				
7c	Additional Week of Yard Waste or Xmass Tree Collection	EA Truck				
7d	Overflow Trash Bag Collection	EA				
7e	Additional residential MSW or Recycling Cart Collection	EA				