Public Works Department
Invitation for Bid:
The Processing of Recycling In the City of Boston
From July 1, 2019 to June 30, 2024

February 18, 2019

The attention of the Bidders for the subject Contract is called to the following Addenda to the Contract Documents. The revisions set forth herein, whether of omission, addition, or substitution, are to be included in, and form a part of, the Bid forms submitted.

It is the Bidder's responsibility to advise subcontractors and suppliers of these changes. This Addendum shall remain intact and shall be submitted by the Contractor with the original Contract Bid Documents at the bid opening.

Addendum #3

The City received a question asking whether the City could supply information concerning what the City of Boston’s “Living Wage” rate was over the past ten years. The City answers as follows:

Please note, the Living Wage rate is adjusted on July 1 of each year.

The Living Wage for July 1, 2009 to June 30, 2010 was $12.79 (FY 10)
The Living Wage for July 1, 2010 to June 30, 2011 was $13.02 (FY 11)
The Living Wage for July 1, 2011 to June 30, 2012 was $13.10 (FY 12)
The Living Wage for July 1, 2012 to June 30, 2013 was $13.49 (FY 13)
The Living Wage for July 1, 2013 to June 30, 2014 was $13.76 (FY 14)
The Living Wage for July 1, 2014 to June 30, 2015 was $13.89 (FY 15)
The Living Wage for July 1, 2015 to June 30, 2016 was $14.11 (FY 16)
The Living Wage for July 1, 2016 to June 30, 2017 was $14.23 (FY 17)
The Living Wage for July 1, 2017 to June 30, 2018 was $14.41 (FY 18)
The Living Wage for July 1, 2018 to June 30, 2019 is $14.82 (FY 19)
The Living Wage for July 1, 2019 to June 30, 2020 is $15.31 (FY 20)
Addendum #4

The City received the following question: “The General and RCC Permits issued by MassDEP requires all recycling facilities to comply with a “15% or less residual percentage,” will the Contractor be allowed to enforce penalties on particular recycling loads greater than 15% contaminated?” The City answers this question by issuing the following language as an addendum to its Contract Documents:

Recyclables Load Rejection

Section Addendum #4.

The City will continue to engage in community education and enforcement of its trash and recycling disposal rules at the curbside in an effort to achieve overall contamination levels below 15% in its recycling collection. The City anticipates that it will achieve this citywide, and will work with its Contractor to identify information about contamination patterns that will help the City focus its educational and enforcement efforts. It is inefficient for both the Contractor and the City to devote resources to measuring levels of contamination that are in line with that expectation, but for loads that are not in line with that expectation a process of measurement and reimbursement for the cost of handling such contamination provides clarity of expectations for both parties.

Contractor shall have the right to reject Loads of Recyclables that are reasonably suspected to contain more than 25 percent by weight of Contaminants. If Contractor intends to reject a Load of Recyclables for Contamination, Contractor shall comply with the following procedure:

Add4.1. The Contractor shall immediately, at the time of unloading, isolate the Load and notify the City, document the occurrence of such event by digital photograph or video, share such documentation with the City, and allow the City to inspect the Load where such inspection shall not unduly impede or interfere with the operation of the Receiving Facility. In its bid response, Contractor may provide additional proposed procedures to clarify how it will identify and measure contamination level of a load.

Add4.2. The Contractor and the City must mutually agree that the amount of Contaminants in a given Load exceeds 25 percent by weight. The City’s agreement shall not be unreasonably withheld.
Add 4.3. If the Contractor and City agree to reject the Load, the Contractor shall charge the City $120.00 per ton of Contamination over 15% in the rejected load only, and this tonnage shall not be included in any Revenue Share Payments. The material disposal charge of $120.00 per ton shall be adjusted annually utilizing a CPI Adjustment.

Add 4.4. If the level of Contamination cannot be mutually resolved by the parties, the dispute shall be escalated to the chief executive officer of the Contractor and to the Commissioner of Public Works at the City before either party seeks to enforce its rights in any court. Neither party shall withhold payment for, or acceptance of, loads that were not rejected or that may not be rejected under this Section Addendum #4.

Add 4.5. In the event the procedures outlined above are not followed, the Contractor shall compensate the Designated Community for the total weight of the Load as Program Recyclables according to the terms of the Designated Community Contract.

Chris Osgood
Chief of Streets, Transportation
And Sanitation