

Town of Plaistow Trash & Recycling Collection RFP



**MUNICIPAL SOLID WASTE (MSW) AND RECYCLING CONTRACT
FOR THE COLLECTION, TRANSPORTATION & DISPOSAL OF
REFUSE/TRASH AND THE COLLECTION, TRANSPORTATION,
PROCESSING AND MARKETING OF RECYCLABLE MATERIALS**

Presented to the Board of Selectmen – May 24, 2021

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SECTION 1. Notice to Proposers

- The Town of Plaistow, NH, will receive sealed proposals for a **Municipal Automated Curbside Solid Waste/Recycling Services Contract to include Collection, Transportation and Disposal of Refuse/Trash and Recyclable Materials** at the Town Offices, 145 Main St, Plaistow, NH 03865 until 4:00 pm on September 2, 2021.
- An original and five (5) copies of the Proposals shall be submitted in sealed envelopes, shall include on the face of the envelope the name, address, and telephone contact of the Proposer and shall clearly be marked “**Municipal Automated Curbside Trash & Recycling Collection Proposal, Attention Town Manager.**”
- All timely proposals will be opened and read aloud on Thursday, September 2, 2021 at 4:00 pm, 145 Main Street, 2nd floor, Plaistow, NH 03865.
- No proposal may be withdrawn after it is filed unless the Submitter makes a request in writing to the Town prior to the time and date set for the opening of proposals or unless the Town fails to award or issue a notice of intent to award a Contract within sixty (60) days after the date and time set for opening proposals.
- The Town Manager will submit a list of all qualified proposals, along with his recommendation to the Board of Selectmen for approval to negotiate and enter into a final contract. The Town of Plaistow reserves the right to reject any and all proposals.

SECTION 2. Introduction & General Information

- The Town of Plaistow is seeking a trash collection contractor who can offer weekly, automated, curbside solid waste collection; and bi-weekly automated, curbside recycling collection, transportation and disposal of refuse/trash and recyclable materials from residents, municipal buildings, or other locations in town which may from time to time be designated by the Town Manager, or the Board of Selectmen.
- Additionally, the Town is seeking a Contractor who can provide a lease option, direct to property owners, for CART containers; options for bulk item collection; as well as access to a local transfer station for Plaistow residents.
- The Town currently has 2729 residential homes and duplexes, 307 multi-family units and 95 apartment/condo units. There is a total of 24 dumpsters ranging from 4 yards to 10 yards which service various multiple family locations. The Town also has 7 town-owned buildings as well as two recreation fields with dumpsters.
- The term of this agreement shall be for a period of five (5) years commencing January 1, 2022 to and including December 31, 2026. This agreement shall not be subject to any renewal term and shall expire on December 31, 2026 unless otherwise agreed to in writing by both parties, on or before October 1, 2026. This agreement is contingent upon funding as appropriated at Annual Town Meeting.

SECTION 3. Municipal Solid Waste Management

- Regulatory directions and public opinion have placed increased emphasis on solid waste management and recycling issues. In an effort to most effectively protect human health and the environment, the Town of Plaistow practices the Integrated Solid Waste Management (ISWM) concepts to meet waste abatement goals. Most ISWM hierarchies include the following steps in descending order:
 - Source reduction (waste prevention)
 - Recycling and reuse, including yard waste composting
 - Resource recovery including Waste-to-Energy and Composting
 - Landfilling

SECTION 4. Existing Solid Waste Collection

- Currently, the Town contracts with JRM Hauling and Recycling Services for the weekly collection, transportation and disposal of municipal solid waste; the weekly collection, transportation and marketing of recyclable materials; and the weekly collection, transportation and marketing of a limited amount of bulky waste materials. A copy of the existing contract is attached as Appendix A for reference and information only; it is not a draft of the contract that will be utilized with the Proposer chosen hereunder. The current contract was to expire in June of 2021, but a six (6) month extension was negotiated making the new expiration date December 31, 2021.
- The average annual tonnage of solid waste (trash) collected is approximately 3500 tons. The average annual tonnage for recyclable materials (paper and commingle) is approximately 695 tons. These numbers reflect prior year figures but are not a guarantee of future tonnages.

SECTION 5. Scope of Work

- The Town seeks competitive proposals from firms demonstrating experience and qualifications for the automated curbside collection, transportation and disposal of (non-hazardous) trash; for the collection, transportation, processing and marketing of recyclable materials generated within the Town. Proposals should include
 - A. Provide services for the curbside collection, transportation and disposal of all (non-hazardous) trash generated within the Town and placed in Containers for Automated Recycling and Trash Service (CARTS) not to exceed 95 gallons in size. Collection shall be every week, in accordance with customary trash collection practices.
 - B. Provide services for the curbside collection, transportation, processing and marketing of recyclable materials generated within the Town and places in CARTS not to exceed 95 gallons in size. Collection shall be bi-weekly.
 - C. Collection of trash and recycling shall be on the same day each week.
 - D. Collection of bulky waste items from residential users. Proposal shall offer options for both bi-annual collection and weekly collection to occur during the regular trash collection schedule.
- In addition to the above the Town of Plaistow welcomes proposals for alternate options and ideas for collecting, transporting and processing recyclable materials to increase the current recycling rate and prevent material of value from being landfilled.

SECTION 6. Proposal Specifications

➤ 6.1 Proposal Compliance

By the act of submitting a Proposal for consideration under this Request, each proposer agrees to be bound to comply with all terms of these specifications. If the service offered in a Proposal differs from any provision contained herein, such difference must be fully explained within the Proposal. Such a Proposal will receive careful consideration only if such differences so not depart from the intent of these specifications and are in the best interest of the Town of Plaistow.

Each Proposer will provide a comprehensive, multi-year, price proposal, to include the following breakdown and additional information:

Base fee for curbside, automated trash pick-up:

January 1, 2022 through December 31, 2022

January 1, 2023 through December 31, 2023

January 1, 2024 through December 31, 2024

January 1, 2025 through December 31, 2025

January 1, 2026 through December 31, 2026

SECTION 6. Proposal Specifications - Cont'd

➤ 6.1 Proposal Compliance - Cont'd

Tipping fees per ton for trash for above time frames;

Curbside, automated bi-weekly recycling pick-up costs for the above time frames;

If the Proposer provides CARTS, direct-to-property owner leasing options, with pricing information;

Options for Transfer Station access for Plaistow residents;

Options, with pricing, for bulk item pick-up events;

➤ 6.2 Mandatory Pre-Proposal Meeting

All Proposers shall attend a mandatory pre-proposal meeting on (date, time, location - PWG?) to qualify for the submission of a Proposal. The purpose of the Mandatory Pre-Proposal Meeting will be to ask questions of the Town Manager, Representative of the Board of Selectmen, Town Staff and other Board/Committee members deemed appropriate to attend.

SECTION 6. Proposal Specifications - Cont'd

➤ 6.3 Addenda and Interpretations

Any additional requests for interpretation of any specifications of this Request for Proposal (RFP), or other contract documents, shall be made in writing addressed to the Town Manager, 145 Main Street, Plaistow, NH 03865 or emailed to mpearson@plaistow.com. To be given consideration, all such requests must be received no later than fourteen (14) calendar days prior to the date fixed for the submission of Proposals. Any and all responses and/or interpretations and/or supplemental instructions provided to a Proposer shall be in the form of written addenda to these specifications and, if issued, shall be emailed to all qualified perspective Proposers at their respective contact email addresses not later than seven (7) calendar days prior to the date fixed for the submission of Proposals. Failure of any Proposer to receive any such interpretive addenda shall not relieve any Proposer from any obligation under his/her Proposal as submitted.

Proposers must demonstrate not only a technical understanding of the services to be provided, but also a commitment to the success of the diversion efforts promoted by the Town.

SECTION 6. Proposal Specifications - Cont'd

➤ 6.4 Contractor Qualifications

Each Proposer shall include the name, address and contact information of the owner, all principals and partners, and all stockholders holding greater than ten percent (10%) of the company's authorized and issued stock.

Each Proposer, if a corporation, shall identify the state of incorporation and the names and addresses of all principal officers.

Each Proposer, if not a New Hampshire corporation, shall include with the Proposal a certified copy of the company's Certificate of Authorization to do Business in the State of New Hampshire.

Each Proposer hereunder shall furnish satisfactory evidence to the Town that the Proposer presently operates an trash collection service in at least three (3) communities, including collection of recyclables, and is familiar with the four-season, prevailing weather conditions in the Town of Plaistow its environment. Each Proposer shall submit with his/her Proposal a comprehensive list of communities and geographical areas in which the Proposer currently collects municipal solid waste and recyclable material. Such list shall include a description of the duration and type of existing contract, the identity and population of the community, and the name and contract information of the appropriate supervisory municipal official. All such communities and geographical areas identified as subject to inspection by personnel designated by the Town of Plaistow.

SECTION 6. Proposal Specifications - Cont'd

➤ 6.5 Proposer Responsibilities

Proposers are cautioned to examine carefully all conditions affecting the collection and transportation of municipal solid waste and recyclables and to fully acquaint themselves with the volume and character of the material to be handled under this contract

Proposers are expected to fully familiarize themselves with the Town of Plaistow and all the physical and geographical characteristics therein. Submission of a Proposal under these specifications shall be deemed conclusive evidence that the Proposer is fully acquainted with, and shall be fully responsible for, compliance with any restrictions, constraints or physical hazards existing within the boundaries of the Town of Plaistow. It is the responsibility of each Proposer to base its Proposal upon conclusions drawn from its own independent investigations.

Each Proposal must be accompanied by a deposit of Ten Percent (10%) of the Base Proposal as presented on the enclosed Proposal Form. The deposit may be presented in the form of a properly certified check, bank treasurer's check, bank money order, cash or a proposal bond. Checks and money orders shall be made payable to the Town of Plaistow. Such deposits will be returned to the Proposers not selected within seven (7) business days following the award and signing of the Contract.

SECTION 6. Proposal Specifications - Cont'd

➤ 6.6 Basis for Acceptance or Rejection

The Board of Selectmen will select a Proposer with whom to conduct further negotiations based upon that Proposer's qualifications, experience, demonstrated ability to perform, cost of the proposal and/or any combination of alternative recommendations submitted therewith.

The Town reserves the right to reject any or all Proposals submitted; to waive terms stated herein or to reopen the Request for Proposals process; and seek new proposals if, in the judgment of the Board of Selectmen, to do so will best serve the interests of the Town of Plaistow.

➤ 6.7 Exceptions to Proposals

The Proposer shall identify and describe any and all exceptions contained in its Proposal to any of the specifications identified in this Request. Each such exception shall be set forth in full on a separate sheet(s) of paper, titled appropriately and attached to the Proposal.

SECTION 6. Proposal Specifications - Cont'd

➤ 6.8 Additional Data

The Proposer shall submit, pursuant to this subsection, any additional information considered essential to the Proposal, including any other service alternatives, with price detail that the Proposer desires the Board of Selectmen to consider during their deliberations and ultimate vendor selection. The Town encourages creative alternatives of proposals that will enhance the efficiency of trash collection, reduce material in the waste stream and increase recycling. The Proposer shall identify how his/her Proposal addresses the Integrated Solid Waste Management hierarchy.

➤ 6.9 References

The Proposer shall provide at least five (5) references providing testimony to the Proposer's experience, quality of service and reliability. At least three (3) of those references shall be from communities presently under contract for service, as identified in Section 5.4.

SECTION 7. Waste Collection

- 7.1 The number of weekly stops for curbside trash and recycling is approximately 2800. This is a current average and may vary from week to week.
- 7.2 Collection from Public and Private Roads
The Contractor will be required to collect trash and recyclables from all publicly maintained streets and roads in the Town of Plaistow, and from all privately maintained streets and roads currently serviced. If there are requests to service additional private roads, the condition of such streets or roads must reasonably allow access for such collection and the following conditions shall apply:
 - A. A site visit shall determine that the road and travel conditions are safe;
 - B. A damage disclaimer must be signed by an authorized Approved Residential User.

-or-

 - A. The road conforms to the Town's Ordinances and Planning Board Subdivision regulations;
 - B. The road is a minimum of 24 feet wide;
 - C. The road is regularly maintained to permit easy, year round vehicle access;
 - D. The road is less than one-quarter mile in length;
 - E. A damage disclaimer must be signed by an authorized Approved Residential User.

The Highway Department Supervisor is the designated Town official responsible for determining whether a private road satisfies these standards.

SECTION 7. Waste Collection – Cont'd

➤ 7.3 Collection Procedures

- A. In emptying solid waste and/or recyclable containers, the Contractor and his/her employees shall place, not drop or throw, the containers or bins on the side of the road, within two feet, but not blocking, any travel ways or driveways. The Contractor shall be responsible for all damaged solid waste containers if, in the opinion of the Town of Plaistow, insufficient care by the Contractor's employee caused the damage.
- B. Any waste or recyclables dropped during handling shall be thoroughly cleaned up by the Contractor's employee.
- C. No scavenging shall be performed or permitted along any street or road.
- D. No waste or recycling collection truck shall be routinely emptied, or the load transferred, on any street or road in the Town, or in any other place within Town limits, except at a facility or location approved by the Board of Selectmen or Town Manager. If the waste or recycling truck is mechanically disabled on a Town street or road, the Contractor will be authorized to transfer the load to a replacement truck. In any such circumstance, the Town Manager shall be notified immediately.

SECTION 7. Waste Collection – Cont'd

➤ 7.3 Collection Procedures – Cont'd

- E. If, in the opinion of the Contractor or his/her employees, the waste and/or recyclables at any designated stop covered by the Contract should not be collected due to a suspected violation of the Town's Solid Waste Collection Ordinance/Policy and/or terms of the Contract, the waste and/or recyclable container(s) shall be tagged. The Contractor shall attach such tag to the container stating the reason for the refusal to collect, and the Contractor or his/her employee shall immediately report the incident to the Board of Selectmen's Office. The Town shall review and approve the written language of the notice on the tag prior to its use by the Contractor.
- F. The Contractor shall become the owner of all items collected and legally responsibly for the proper and safe disposal of items in accordance with all municipal, state and federal rules, laws and regulations.
- G. The Town reserves the right to have their agents inspect any contractor rubbish packer and perform surveillance to ensure that only Town of Plaistow trash is picked up and transported and disposal/processing is being charged appropriately.

SECTION 7. Waste Collection – Cont'd

➤ 7.4 Collection Schedule

- A. Curbside collection of trash and recyclable materials shall be conducted Monday through Friday of each week except as limited by adverse weather conditions and holidays. Collection shall not commence earlier than 7:00 AM but must begin by 8:00 AM; and shall not continue later than 6:00 PM on any scheduled collection day. The Contractor shall collect trash and recycling on the same day each week for each route. All routes shall be completed on their scheduled day so no trash or recyclable material is left curbside overnight.
- B. Weather Conditions.
The Contractor will not collect trash or recyclables on a scheduled collection day if adverse weather conditions are predicted of sufficient severity to warrant a postponement of collection services. In the event that predicted weather conditions may cause postponement, the Contractor will consult with the Board of Selectmen/Town Manager's Office a minimum of twelve (12) hours prior to the beginning of the scheduled collection time to request authorization to postpone scheduled trash and recyclables material collection. Collections that were postponed due to weather shall be delayed one day for the remainder of the week. In no case shall trash or recyclables collection be postponed more than two days.

SECTION 7. Waste Collection – Cont'd

➤ 7.4 Collection Schedule – Cont'd

c. Holidays.

Collection of trash and recyclable materials will not occur on the following observed holidays:

- New Year's Day
- President's Day (?)
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day (?)
- Veteran's Day (?)
- Thanksgiving
- Christmas

Regularly scheduled collection of trash and recyclable materials falling on these holidays shall be delayed one day for the remainder of the week following the holiday.

SECTION 7. Waste Collection – Cont'd

➤ 7.5 Route Map

The Contractor shall submit a collection route map to the Board of Selectmen and/or Town Manager's Office for approval within thirty days of the award of the Contract. If collection routes change from existing routes, upon receiving written approval from the Town, the Contractor shall, at the Contractor's expense, post notice of the new collection route map in a daily newspaper having general circulation in the Town of Plaistow, two weeks prior to the first scheduled collection week beginning January 1, 2022.

SECTION 8. Contract Requirements

- 8.1 Term of Contract
The contract period will be for five (5) years beginning January 1, 2022 and ending December 31, 2026.
- 8.2 Non-Assignment of Contract
The successful Proposer (also referred to herein as the “Contractor”) shall not assign the Contract, nor sub-contract it in whole or in part, nor delegate any portion of the work to be performed to any other person, firm, corporation or entity without the prior written approval of such act by the Town, who is under no obligation to approve such act.

SECTION 8. Contract Requirements – Cont'd

➤ 8.3 Secured Disposal Site Contract

All Proposers shall provide evidence that demonstrates their contractual access to one or more approved disposal and/or recycling facilities able to accommodate disposal of the Town's trash and recyclable materials for the duration of the five (5) year contract. The MSW facilities (trash and recycling) so designated must be licensed and/or authorized by either the State of New Hampshire, the State of Maine or the State of Massachusetts, and by the municipality within which it is located. Proof of such contractual access to an approved facility/facilities, as set forth herein, shall include copies of existing signed contracts proving the availability of the disposal site(s), and the Proposer's legal access thereto, for the duration of the five (5) year Contract.

➤ 8.4 Contract Administration

The Board of Selectmen, and/or the Town Manager, when designated by the Board of Selectmen shall administer the provisions of the Contract for the Town. All work shall be performed in a manner satisfactory to the Board of Selectmen and the Town Manager and shall be in compliance with all governmental regulations. Decisions of the Board of Selectmen relating to administration of the Contract shall be final and a condition precedent to the right of the Contractor to receive payment under the Contract.

SECTION 8. Contract Requirements – Cont'd

➤ 8.5 Invoice and Payment

- A. Invoices: Invoices shall be mailed monthly to the attention of the Accounts Payable Clerk, 145 Main Street, Plaistow, NH 03865 for all trash and recycling services. Invoices shall include copies of signed disposal tickets from a state certified scale house. Tickets must include location, date, time, vehicle identification and weight of materials.
- B. Payment: Payment of invoices submitted to the Town by the Contractor shall be made within thirty (30) days from the date of receipt of invoice, subject to deductions and/or claims for any failure by the Contractor to perform the work as specified.
- C. **The Contractor shall retain all proceeds generated by the collection, processing and marketing of recyclable materials under this contract. How does the Board feel about this item?**
- D. Contract Cost: All proposals must specifically cite and clearly state any annual escalator factor to be used, if any, to adjust the stated rates when appropriate and the methodology to be employed.
- E. No fuel surcharges or other fees and/or charges will be permitted under this contract.

SECTION 8. Contract Requirements – Cont'd

➤ 8.6 Customer Service Center

The Contractor shall provide a customer service center with a toll-free telephone number. The customer service center shall be staffed with well-trained customer service representatives. These representatives shall have direct contact with all collection vehicles operating in the Town and with the Administrative Offices of the Town of Plaistow. The customer service center shall be open and staffed whenever collection is taking place in the Town.

SECTION 9. Equipment Requirements

➤ 9.1 Equipment Inventory

- A. Each Proposer shall supply with their Proposal a detailed inventory of all their equipment to be used in the performance of the Contract at any time during the term of the Contract. The equipment inventory shall describe each piece of equipment, including type, model, year of manufacture, anticipated remaining useful life and all accessories for each piece listed. Any equipment used during the term of the Contract shall not exceed seven years of age at any time.
- B. All leased equipment shall be identified separately and described as set forth herein. In addition, for each item of leased equipment, the Proposer shall disclose the time remaining on the lease and renewal options, if any. Copies of all existing signed lease agreements for any leased equipment identified in the inventory shall be provided with the Proposal.
- C. Manufacturer-provided guarantees of delivery for pending or anticipated purchase of new equipment shall be attached to the Proposal documents.

SECTION 9. Equipment Requirements – Cont'd

➤ 9.2 Equipment Specifications

- A. The Contractor shall use all metal, watertight, completely enclosed “packer type” vehicle bodies designed and manufactured specifically for the collection of trash and refuse to collect acceptable waste under the Contract. The level of compaction shall, at all times, be equal to that published by the vehicle’s manufacturer. The compacting mechanism in the body of the vehicle shall be capable of compressing the collected material to one-half or less of its original volume. The Contractor must maintain the appropriate number and type of collection vehicles sufficient to handle the efficient and timely collection of all trash (trash and recyclable) material.
- B. Truck hopper plugs shall be in place at all times. Trucks found performing collections without appropriate plugs in place in the drain holes of the hopper shall be precluded from further collections until hopper plugs are replaced and/or installed.
- C. All vehicles used by the Contractor shall be equipped with a two-way radio providing direct communication with the Town Hall and the Contractor’s customer service center.

SECTION 9. Equipment Requirements – Cont'd

➤ 9.2 Equipment Specifications – Cont'd

- D. All vehicles shall carry equipment suitable for use by collection crews in cleaning up all spills or breakage of Trash/Recyclables during collection. Additionally, the Contractor shall be responsible for the cleaning and removal of any stains or spills on any public or private roadway resulting from the leakage of any fluids from any vehicle used by the Contractor.
- E. All vehicles shall be inspected prior to commencement of the contract period by an authorized State (New Hampshire, Maine or Massachusetts) inspection station. The Contractor shall provide the Town with a copy of each inspection certificate annually thereafter for each vehicle.
- F. All Town solid waste (trash and recyclables) shall be collected by vehicles, which shall be emptied and void of all trash or recyclables or other material prior to the commencement of a day's collection route. Contractor vehicles shall not collect any additional solid waste that is not a part of this Contract until after the vehicle has been weighed, dumped and ticketed at disposal site.

SECTION 9. Equipment Requirements – Cont'd

➤ 9.3 Equipment Failure

Equipment failure resulting in the delay of collection must be reported to the Board of Selectmen's Office within one-half hour of the occurrence. The Contractor will be required to dispatch his back-up equipment and continue the route within 1 hour of notification of breakdown.

SECTION 10. Reporting

- 10.1 The Contractor shall provide monthly and annual reports for quantities of refuse/trash disposed. The Contractor must forward a copy of the scale ticket from the disposal/processing site for each load charged to the Town. Scales at the disposal/processing site must be certified by the State Bureau of Weights and Measures. All tonnage weighed and paid for by the Town must have originated from within the Town.
- 10.2 Monthly and annual reports shall be provided for recyclable material quantities by material and ultimate market. Under no circumstances shall acceptable recyclable materials be disposed of at a landfill or other solid waste disposal facility.

SECTION 11. Insurance & Bonding Requirements

- 11.1 Prior to commencing work and throughout the term of an Agreement the Contractor shall obtain, maintain and provide to the Town, a copy of a Certificate of Insurance with the following types and limits of coverage:
 1. General Liability Insurance for bodily injury shall be a minimum of \$1,000,000 per person/per occurrence; \$5,000,000 total.
 2. General Liability Insurance for property damage shall be a minimum of \$1,000,000 per person/per occurrence; \$5,000,000 total.
 3. Automobile Liability Insurance for bodily injury shall be a minimum of \$1,000,000 per person/per occurrence; \$5,000,000 total.
 4. Automobile Liability Insurance for property damage shall be a minimum of \$1,000,000 per person/per occurrence; \$5,000,000 total.



SECTION 11. Insurance & Bonding - Cont'd

➤ 11.2 Compensation and Employer's Liability Insurance

The Contractor shall maintain during the life of this Contract the statutory Worker's Compensation and Employer's Liability Insurance for all of their employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all work of the latter's employees to be engaged in such work.

➤ 11.3 Additional Coverage

If a particularly hazardous contract prevails, additional coverage, at the expense of the Contractor, may be required.

➤ 11.4 Insurance Period

All coverages shall be effective for the entire period of the Contract. All policies and Certificates of Insurance shall carry a ten (10) day notice of cancellation in expiration. Notice of such cancellation or change in expiration shall be sent to the Town Manager's Office. Failure to have adequate insurance shall be reason for the Town to cancel any contract and order the closing of any job.

SECTION 11. Insurance & Bonding - Cont'd

➤ 11.5 Failure to Enter into Contract: Forfeiture of Deposit

The successful Proposer must sign and return the Contract, with the required Certificate of Insurance and Performance Bond, within fourteen (14) days after notification by the Town that the Contract is ready for signature. In the event the successful Proposer fails to do so, its Proposal will lapse at the election of the Town, and the Proposal deposit shall be forfeited and retained by the Town as an agreed amount for liquidated damages. Should the successful Proposer withdraw its Proposal prior to the signing of the Contract, its deposit shall be forfeited and retained by the Town as an agreed amount for liquidated damages.

➤ 11.6 Performance Bond

Each Proposer shall provide a quote for a performance bond in an amount equal to one hundred and ten percent (110%) of the Contract Price, for the first twelve (12) calendar months of the Contract, and for subsequent twelve (12) month periods, for all its Proposals. The Town Manager must be notified ten (10) days in advance of any cancellation or change in expiration.

SECTION 11. Insurance & Bonding - Cont'd

➤ 11.7 Indemnity

To the fullest extent permitted by law, Contractor shall protect, indemnify, save, defend and hold harmless to Town of Plaistow, its officials, agents, volunteers and employees (“Indemnified Parties”), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of Contractor or its agents, employees, contractors or subcontractors, and even if caused in part by any negligent or intentional act or omission of Indemnified Parties. The Contractor’s obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract. The Town of Plaistow shall have the right to approve assignment of counsel, defense strategy and settlement, and its approval shall not be unreasonably withheld.

Each policy of insurance shall be issued by a financially secure insurer, duly licensed to do business in the State of New Hampshire. The Town of Plaistow shall be named as an Additional Insured on the Certificates. The Town shall be notified no earlier than thirty (30) days before any such policy is cancelled, altered, or materially changed. If a subcontractor or sub-consultant is used for any portion of the work, the Contractor will provide to the Town a Certificate of Insurance, in the same amounts and under the same conditions, from the subcontractor.

SECTION 12. Permits

- The Contractor shall, at his/her expense, obtain all permits and licenses required by law to fulfill the contract agreement.

QUESTIONS CONCERNING THIS REQUEST PLEASE CONTACT:

Mark A. Pearson, Town Manager
Town of Plaistow, NH
145 Main Street
Plaistow, NH 03865
mpearson@plaistow.com
603-382-5200 X266

Board of Selectmen - Discussion Notes – 5/17/21

- Curbside Trash & Recycling Collection ✓
- CART Collection for Trash & Recycling ✓
- Purchase CARTS – **To be decided by Board – BOS Question #4**
- Single Provider for Trash & Recycling ✓
- Trash Collection Weekly ✓
- Recycling Collection Bi-Weekly ✓

BOS - Discussion Notes – 5/17/21 – Cont'd

- 95-Gallon CARTS for Recycling – **Need Decision from Board – BOS Question #5**
- Trash Container Size – 65-Gallon? - **Need Decision from Board – BOS Question #3**
- Interchangeable Size (95/65 Gallon for Trash & Recycling) – **Need Decision from Board**
- Cost of buying vs. leasing CARTS - **Need Decision from Board – BOS Question #4**
- Bulk pick-up – revert to events during the year ✓
- Are CART covers interchangeable (95/65 gallon) - **Answer: NO**
- While goods, bulk, electronics – pay as you go! ✓

Questions for Board of Selectmen Response

1. What color does the Board want for the 95-gallon CARTS?

ANSWER:

2. What color for the lids/covers? (95-gallon)

ANSWER:

3. Has the Board decided that we need to order 3,150, 65-gallon CARTS?

ANSWER:

4. Funding: How does the Board intend to fund the purchase or lease of the 65-gallon CARTS?

ANSWER:

Questions for BOS Response – Cont'd

5. Is it the Board's decision to use the 95-gallon CARTS for recycling and the 65-gallon CARTS for trash? (NOTE: The lids/covers for the 95-gallon and 65-gallon CARTS are not interchangeable)

ANSWER:

6. What color for the 65-gallon CARTS? Lids/covers?

ANSWER:

7. What does the Board want to include from the current JRM contract into the RFP and the new contract?

ANSWER:

Recommendations from TRAC

- Recommend to the Board of Selectmen that there be every-other week curbside recycling collection and that the Town purchase one (1) 95-gallon CART per household for this purpose. ✓ 3,150, 95-gallon CARTS purchased. The Board still needs to decide the color of the CARTS and lids/covers and whether or not they 95-gallon will be used for recycling.
- Recommend to the Board of Selectmen that there be weekly curbside trash collection, using the CART model, with the size of the CART to be determined by a mailer, with a default size (TBD) established for no response. Has it been decided not to do mailers?
- Recommend to the Board of Selectmen to consider the existing CART contract for recycling, providing one CART per household by default

Recommendations from TRAC – Cont'd

- Recommend to the Board of Selectmen that there be an addendum to the CART purchase order for household trash collection, size to be determined by a mailer to all residents, with 65-gallon being the default for non-responses. **To be decided by the Board**
- An option to purchase additional trash CARTS would be stipulated in the mailer sent re: CART
- Purchase, not lease, for ALL CARTS, using the same company if possible (old purchase order (PO) already issued and new PO to come). Perceived benefits with logistics of distribution if only need to work with one company. Don't "mix models" with some CARTS leased and others purchased. Before proceeding with PO, it needs to be confirmed that CARTS on order will be universal regardless of which trash and recycling company is selected.

Revised Proposed Schedule of Dates

- May 24, 2021: Submittal of Draft RFP & Documents, w/Power Point, to Board of Selectmen
- June 2021: Board of Selectmen approved RFP
- July 1, 2021: RFP advertised
- August 2, 2021: Hold Mandatory Pre-Proposal Meeting
- August 16, 2021: Addendums to RFP
- September 2, 2021: Receipt of Responses to RFP
- September 6, 2021: Board of Selectmen receive Proposal Tabulation Spreadsheet
- September 2021: Board of Selectmen make decision on vendor
- September 2021: Vendor is notified
- September/October 2021: Contract is negotiated and signed
- **January 1, 2022** **Contract is in effect**

CARTS (Containers for Recycling & Trash Service)



95 Gallon Dimensions

| | |
|--------------|-------|
| Depth | 33.7" |
| Width | 28.7" |
| Height w/Lid | 45.1" |

65 Gallon Dimensions

| | |
|--------------|-------|
| Depth | 27.0" |
| Width | 26.5" |
| Height w/Lid | 43.6" |

Color Choices



CARTS

The Town currently has a purchase order with Rehrig Pacific Company for **3,150, 95-Gallon CARTS**, color TBD.

The CARTS will have the Town seal branded on them.

The CARTS will be RFID chipped for identification.

COST: \$165,000.00



Contractors – Sending the RFP Far & Wide

- Stateline Waste Management, Windham, NH
- Beacon Waste Services, Dover, NH
- K-Town Disposal, Salem, NH
- Waste Management, Manchester, NH
- Purmore Disposal, LLC, Manchester, NH
- SNH Disposal, Milford, NH
- Pinard Waste Systems, Hooksett, NH
- Liberty Disposal, LLC, Candia, NH
- Martin's Disposal, LLC, Brentwood, NH
- Coopy's Disposal, Northwood, NH
- Bay State Disposal, Atkinson, NH
- GW Shaw & Son, Greenville, NH

Contractors – Cont'd

- ABC Disposal, Inc, New Bedford, MA
- Republic Services, Boston, MA
- Casella Waste Services, Various MA Locations
- JRM Hauling, Peabody, MA
- Miller Complete Disposal Service, Middleton, MA
- Capitol Waste Service, East Boston, MA
- EL Harvey, Westborough, MA
- G. Mello Disposal Corp, Georgetown, MA



Questions?
Comments?
Suggestions?
Answers?