

The Town of Plaistow is accepting proposals for municipal automated trash pick-up commencing July 1, 2021 and ending June 30, 2026.

Acceptance Deadline: December 18, 2020-by 2pm

Opening of Proposals: Submitted proposals will be opened at 6:30 pm on December 21, 2020 in the selectmen's meeting room, 145 Main Street, Plaistow, NH 03865.

No proposal may be withdrawn after it is filed unless the Company makes a request in writing to the Town prior to the time and date set for the opening of proposals or unless the Town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.

**GENERAL INFORMATION:** The Town of Plaistow is seeking a trash contractor to collect, transport, and dispose of on a weekly basis acceptable refuse from residents, municipal buildings, or other locations in town which may from time to time be designated by the Town Manager. The Town currently has 2729 residential homes and duplexes, 307 multi- family units and 96 apartment/condo units. There is a total of 24 dumpsters ranging from 4 yards to 10 yards which service various multiple family locations. (See attachments for specifics). The Town also has 7 town-owned buildings as well as two recreation fields with dumpsters.

Arrangements for bulk pick-up items and/or white goods will be made available on a quarterly basis and under a separate pricing agreement.

**INSURANCE:** 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:

- A. General Liability Insurance for bodily injury shall be a minimum of \$1,000,000 per person/per occurrence; \$5,000,000 total.
- B. General Liability Insurance for property damage shall be a minimum of \$1,000,000 per person/per occurrence; \$5,000,000 total.
- C. Automobile Liability Insurance for bodily injury shall be a minimum of \$1,000,000 per person/per occurrence; \$5,000,000 total.
- D. Automobile Liability Insurance for property damage shall be a minimum of \$1,000,000 per person/per occurrence; \$5,000,000 total.

**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.

### **Additional Coverage**

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

### **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 Plaistow Selectmen's Office. Failure to have adequate insurance shall be reason for the Town to cancel any contract and order the closing of any job.

### **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 Certificate. 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.

Any appointment resulting from this RFP will not necessarily be awarded to the bidder with the lowest fees. The appointment shall be awarded to the compliant bidder whose proposal best meets the needs of the Town of Plaistow, in the judgment of the Town Manager. The Town reserves the right to negotiate the terms and conditions of a contract with the successful firm or firms to obtain the most advantageous situation for the Town.

The Town of Plaistow reserves the right to accept or reject any and / or all proposals or any part thereof, to waive any formality in the process, and to accept the proposal considered to be in the best interest of the Town. Failure to submit all information called for may be sufficient grounds for disqualification. The Town of Plaistow reserves the right to cancel this request at any time for any reasons.

## **PROPOSAL SUBMISSION AND EVALUATION**

**An original and Five (5) copies of the requested proposals should be delivered, in a sealed envelope marked “RFP — Trash Contracting Services” to the Town of Plaistow, Attn: Mark Pearson. 145 Main Street, Plaistow, NH 03865 by 2:00pm, Friday, December 19, 2020.** Proposals should include the following information which will be used as evaluation criteria:

1. A brief description of the firm and its related experience in providing trash pickup services. References - All bidders shall include with their proposal a list of at least three (3) current references for whom work has been performed within the past five (5) years. This list shall include name of the municipality, person to contact, address (both mail and email) and telephone number. Failure to include references may be ample cause for rejection of a proposal as nonresponsive.

1. Schedule of availability to perform required duties.
2. A comprehensive, multi-year, price proposal, to include the following breakdown:  
Base fee for trash pick-up: 7/1/2021- 6/30/2022  
7/1/2022~6/30/2023  
7/1/2023-6/30/2024  
7/1/2024-6/30/2025  
7/1/2025-6/30/2026
3. Tipping fees per ton for trash for above time frames
4. Base fee or hourly fee for pickup of approved bulk goods on a quarterly basis.

## **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.

Upon Execution of this Contract, successful vendor shall deliver to the Town a Performance Bond in the sum equal to One Hundred & Ten percent (110%) of the annual Contract Price, for the first twelve (12) calendar months of the Contract, and for subsequent twelve (12) month periods. The Town Manager must be notified ten (10) days in advance of any cancellation or change in expiration.”

Individual to whom questions concerning this request should be directed:

Mark Pearson Town Manager

Town of Plaistow

145 Main Street

Plaistow, NH 03865

Phone: (603) 382-5200 x 266