



EXETER PUBLIC WORKS DEPARTMENT

13 NEWFIELDS ROAD • EXETER, NH 03833-3792
603-773-6157

Request for Sealed Proposals

Municipal Solid Waste (MSW) and Recycling Contract for
the Collection, Transportation & Disposal of Refuse/Garbage
and
the Collection, Transportation, Processing & Marketing of Recyclable
Materials

RFP No. DPW 2017-01

April 6, 2017

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SECTION 1: NOTICE TO PROPOSERS

The Town of Exeter, New Hampshire, will receive sealed proposals for a **Municipal Solid Waste/Recycling Services Contract to include Collection, Transportation and Disposal of Refuse/Garbage and Recyclable Materials** at the Town Offices, 10 Front Street, Exeter, NH 03833, until 4 pm on April 24, 2017.

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 be clearly marked **Municipal Solid Waste and Recycling Services Bid Proposal, Attention Town Manager**.

All timely proposals will be opened and read aloud at the Board of Selectmen's Meeting on April 24, 2017 at 7 pm. The meeting will take place at Town Offices at 10 Front Street, Exeter NH.

No Proposer may withdraw a proposal within thirty (30) days after the date above for submission.

Once a proposal is selected, the Town Manager will submit it along with his recommendation to the Board of Selectmen for approval to negotiate and enter into a final contract. The Town of Exeter, as it determines to be in its best interest, hereby reserves the right to reject any and all proposals.

SECTION 2: INTRODUCTION

The Town of Exeter, NH is requesting Proposals from qualified firms for solid waste collection services within the Town of Exeter. These services include residential and small business garbage collection, transportation and disposal and residential and small business recycling collection, transportation, processing and marketing of collected recyclables.

The term of this Agreement shall be for a period of five (5) years from and including June 1, 2017 to and including May 31, 2022. This Agreement shall not be subject to any renewal term and shall expire on May 31, 2022 unless agreed to otherwise in writing by both parties on or before March 1, 2022. 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 Exeter 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 SYSTEM

Currently, the Town contracts with Northside Carting for the weekly collection, transportation and disposal of municipal solid waste; the weekly collection, transportation and marketing of recyclable materials; the weekly collection, transportation and marketing of a limited amount of bulky waste materials; and the bi-annual collection of yard waste. 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 five-year contract expires on May 31, 2017.

The average annual tonnage of solid waste (garbage) collected is approximately 3,100 tons. The average annual tonnage for recyclable materials (paper and commingle) is approximately 1,500 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 collection, transportation and disposal of (non hazardous) garbage in approved units; for the collection, transportation, processing and marketing of recyclable materials generated within the Town. Proposals should include two cost options for collection - cost per ton AND annual fixed cost. Additionally the Town seeks fixed cost proposals for the collection and transportation of curbside yard waste twice per year; and the collection of bulky item pick up.

- A. Provide services for the collection, transportation and disposal of all (non hazardous) garbage generated within the Town and contained in sealed, approved Town of Exeter Trash Bags. Each bag shall be tied, and shall not exceed a weight of forty-five (45) pounds. Collection shall be every week, in accordance with customary MSW collection practices.
- B. Provide services for the collection, transportation, processing and marketing of recyclable materials including commingled clear and colored glass bottles and jars, mixed HDPE and PET plastics, aluminum beverage cans, foil, tin coated steel cans, bi-metal cans, newspaper, magazines, catalogs, phonebooks, envelopes, chipboard, cardboard, mixed office paper, paperback books, color and white ledger paper, computer paper, junk mail, and copy paper properly placed at curbside for collection.
- C. Collection of garbage and recyclables shall be on the same day each week.
- D. Collection of bulky waste items from approved resident users. Proposal shall offer options for both bi-annual collection and weekly collection to occur during the regular garbage collection schedule. The approved resident user must have an approved Town of Exeter "Bulky Waste Tag" on the item to be collected.
- E. Collection of yard waste at curbside, twice per year (spring and fall) on pre-determined dates.
- F. Collection of solid waste in containers placed at 6 municipal facilities and the transfer station, to include 6-10 yard dumpsters, 2-2 yard dumpsters, 1-6 yard dumpster, 1-8 yard dumpster and 1 roll-off.

In addition to the above, the Town of Exeter welcomes proposals for alternative options and ideas for containing, 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 differences must be fully explained within the Proposal. Such a Proposal will receive careful consideration only if such differences do not depart from the intent of these specifications and are in the best interest of the Town of Exeter.

6.2 Addenda and Interpretations

No interpretation of the specifications or other contract documents will be provided orally to any Proposer. All requests for interpretation of any specification of this Request for Proposal, or other contract documents, shall be made in writing addressed to the Director of Public Works, 13 Newfields Road, Exeter, NH 03833. To be given consideration, all such requests for interpretation must be received no later than three (3) business days prior to the date fixed for the submission of Proposals. Any and all such 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 perspective Proposers at their respective contact email addresses, not later than two (2) business days prior to the date fixed for the submission of the 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 are responsible for determining that they have all addenda issued. All addenda so issued shall become part of the contract documents.

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.

6.3 Contractor Qualifications

Each Proposal 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 the 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 MSW collection service in at least three

communities, including collection of recyclables, and is familiar with the four-season, prevailing weather conditions in the Town of Exeter and environs. Each Proposer shall submit with his/her Proposal a comprehensive list of communities and geographic 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 the existing contract, the identity and population of community, and the name and contact information of the appropriate supervisory municipal official. All such communities and geographic areas identified are subject to inspection by personnel designated by the Town of Exeter.

6.4 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 Exeter and all of the physical and geographic 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 Exeter. 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 Exeter and will be held in escrow in a non-interest bearing account. Such deposits will be returned to Proposers not selected within seven (7) business days following the award and signing of the Contract.

6.5 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 Exeter.

6.6 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.

6.7 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 or proposals that will enhance the efficiency of MSW 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.

6.8 References

The Proposer shall provide at least five references providing testimony to the Proposer's experience, quality of service and reliability. At least three of those references shall be from communities presently under contract for service, as identified in Section 6.3.

SECTION 7: WASTE COLLECTION

7.1 The number of weekly stops for curbside garbage and recycling is approximately 4900. 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 MSW and recyclables from all publicly maintained streets and roads in the Town of Exeter, and from all privately maintained streets and roads if 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 Resident User.

Or

- A. The road conforms to the Town 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 Resident User.

The Director of Public Works is the designated Town official responsible for determining whether a private road satisfies these standards.

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 sidewalks, within two feet, but not blocking, any travel ways or driveways. The Contractor shall be responsible for all damaged solid waste containers, and shall pay for the replacement of damaged containers if, in the opinion of the Director of Public Works, insufficient care by the Contractor's employees caused the damage.
- B. Any waste or recyclables dropped during handling shall be thoroughly cleaned up by the Contractor's employees.
- 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 Director of Public Works. 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 Director of Public Works shall be notified immediately.
- 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 ordinance and/or terms of the Contract, the waste and/or recyclable containers(s) shall be tagged. The Contractor shall attach such tag to the container stating the reasons for the refusal to collect, and the Contractor or his employee shall immediately report the incident to the Director of Public Works. 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 be considered legally responsible 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 Exeter trash is picked up and transported and disposal/processing is being charged appropriately.

7.4 Collection Schedule

- A. Curbside collection of garbage 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 garbage and recycling on the same day each week for each route. All routes shall be completed on their scheduled day so no garbage or recyclable material is left curbside overnight. Collections in the downtown area must occur at the beginning of that day's route.
- B. Weather Conditions. The Contractor will not collect garbage 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 Director of Public Works a minimum of twelve (12) hours prior to the beginning of the scheduled collection time to request authorization to postpone scheduled garbage 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 garbage or recyclables collection be postponed more than two days.
- C. Holidays. Collection of garbage and recyclable materials will not occur on the following observed holidays:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day

Thanksgiving Day
Christmas Day

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

7.5 Route Map

The Contractor shall submit a collection route map to the Director of Public Works for approval within thirty days of the award of the Contract. If collection routes change from existing routes, upon receiving written approval from the Director, 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 Exeter, two weeks prior to the first scheduled collection week beginning June 1, 2017.

SECTION 8: CONTRACT REQUIREMENTS

8.1 Term of Contract

The contract period will be for five (5) years beginning June 1, 2017, and ending May 31, 2022. The Contract will contain a renewal option for three (3) years if mutually agreed to by both parties.

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.

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 MSW and recyclable materials for the duration of the five (5) year contract. The MSW facilities (garbage 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 Director of Public Works shall administer the provisions of the Contract for the Town. All work shall be performed in a manner satisfactory to the Director and the Town Manager and shall be in compliance with all governmental regulations. Decisions of the Director of Public Works 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.

8.5 Invoice and Payment

A. Invoices: Invoices shall be mailed monthly to the attention of the Director of

Public Works, 13 Newfields Road, Exeter, NH 03833 for all MSW 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.
- 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.

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 Exeter Department of Public Works. 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.

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 garbage 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

- MSW (garbage 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 Department of Public Works and the Contractor's customer service center.
 - D. All vehicles shall carry equipment suitable for use by collection crews in cleaning up all spills or breakage of MSW/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 (garbage and recyclables) shall be collected by vehicles, which shall be emptied and void of all garbage 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.

9.3 Equipment Failure

Equipment failure resulting in the delay of collection must be reported to the Director of Public Works 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/garbage 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 AND BOND REQUIREMENTS

The Town of Exeter requires all independent contractors performing work for the Town to provide insurance coverage in the amounts specified for the period of the Contract. Certificates of Insurance showing proof of coverage shall be furnished by the Contractor to the Director of Public Works prior to the beginning of the Contract.

11.1 Bodily Injury and Property Damage Liability

The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurances as shall protect them and any subcontractors performing work covered by the Contract from claims which may arise from operations under this Contract, whether such operations be by themselves or by any subcontractor or by anyone directly and/or indirectly employed by either of them. The Town of Exeter and its officials and employees shall be included as additional insureds on a primary and noncontributory basis by endorsement. Coverage shall include:

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

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 or change in expiration. Notice of such cancellation or change in expiration shall be sent to the Director of Public Works. Failure to have adequate insurance shall be reason for the Town to cancel any contract and order the closing of any job.

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 Director of Public Works must be notified ten (10) days in advance of any cancellation or change in expiration.

11.7 Indemnity

To the fullest extent permitted by law, Contractor shall protect, indemnify, save, defend and hold harmless the Town of Exeter, 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, personal 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 Exeter shall have the right to approve assignment of counsel, defense strategy and settlement, and its approval shall not be unreasonably withheld.

SECTION 12: PERMITS

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