

SPECIFICATIONS FOR CURBSIDE RESIDENTIAL SOLID WASTE COLLECTION

To be contracted for by the Town of Brentwood, acting through its Board of Selectmen, in accordance with the terms of the Request for Proposals, a copy of which is attached hereto and is a part hereof.

It is the intention of the Board of Selectmen to contract for its requirements for curbside residential solid waste collection, beginning on July 1, 2014 thru June 30, 2019. The Contractor should be aware that funding of any contract or operating budget is required to be done by the voting body at said Annual Town Meeting. Any contract entered into by the Board of Selectmen is contingent on annual funding by the Town Meeting.

The proposal shall be expressed in terms of dollars and cents annually for the contract period as outlined on the Proposal Response Form.

The proposal selected by the Board of Selectmen must continue in effect for the full duration of the contract period. Proposals should contain all of the following items, in order, and please be concise:

- Cover letter: name, address and telephone number of contractor and name of contact.
- Company background, including copy of business license, certificate of surety, incorporation documents, etc.
- Company's related experience with a minimum of three (3) references
- Staffing level and employee experience.
- Description, location, contact information, and copy of operating permit(s) of the facility the contractor proposes for the Town's disposal of recyclables.
- Bid Guarantee – bid bond or bank letter of credit 10% of first year's contract value
- Scope of Service
- Anti-collusion Statement
- Contractor's Sample Contract for the Town's review and approval.

The Board of Selectmen specifically reserves the right to reject any or all proposals, or to accept any proposal, or to allow reasonable variations between the specifications contained herein and the specification set for in the Request for Proposals should, in its sole opinion, such action be deemed in the best interest of the Town of Brentwood.

To be qualified for acceptance, each proposal must be enclosed in a sealed envelope plainly marked "Curbside Residential Solid Waste Collection". Please provide one original and five (5) copies of the **proposal due by November 10, 2014 at NOON**. Proposals received after this time will not be accepted. Facsimile (FAX) proposals will not be accepted. No proposal may be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of proposal.

Proposals will be opened at the Selectmen's meeting held on November 10, 2014 beginning at 4:00 p.m. Envelopes shall contain one proposal only. Bidders shall assume that **all** information provided in the proposal may eventually become public, including information classified as confidential or proprietary. Proposals will be evaluated based on completeness and applicability to the objectives of the RFP, cost of services, and qualifications of the Bidder. Successful bidder(s) will be notified of the results of the Selectmen's decision.

THE FOLLOWING WILL BE THE TERMS AND CONDITIONS OF THE CONTRACT TO BE ENTERED INTO WITH THE TOWN OF BRENTWOOD.

General Scope of Service

All persons occupying or maintaining a place of residence in a single-family or multi-family dwelling of no more than six (6) units, which is located in an area serviced by Town roads, which are plowed and maintained by the Town of Brentwood shall be provided regular collection under this contract.

Contractor shall not combine MSW from any other source, including other area communities, with that waste collected from the Town of Brentwood.

The contractor shall be responsible for the collection, transportation and disposal of all approved residential units non-hazardous waste generated within the Town. Collection shall be two (2) consecutive days every week in accordance with customary MSW collection practices. All items to be collected shall be placed curbside on approved collection routes by 6:30 am on the collection day.

The Contractor shall perform "single stream" Recycling Collection Services in the Town on a bi-weekly collection as follows: collect and remove all Recyclables at all approved residential units. All items to be collected shall be placed curbside on approved collection routes by 6:30 am on the collection day. The Contractor shall also provide Recyclables Collection Services for all Town buildings.

Please submit a list of items that can be recycled with your contract proposal. Submit any special preparation or processing requirements for all recycled items as well.

The contractor agrees to supply and maintain dumpsters at the following municipal locations:

Brentwood Fire Station	419 Middle Road	2 yd. container
Brentwood Recreation Center	190 Route 125	2 yd. container
Mary E. Bartlett Memorial Library	22 Dalton Road	2 yd. container
Town Highway Shed	207 Middle Road	2 yd. container
Town Office Building	1 Dalton Road	2 yd. container

The Contractor shall supply alternatives, with associated costs, to the Town for the collection of White Goods, Electronics and Cathode Ray Tubes. This should include curbside pickup and/or recycling center (Town Highway Shed) drop off.

The Contractor shall supply alternatives, with associated costs, to the Town for the collection of demolition materials. This should include curbside pickup and/or Recycling Center (Town Highway Shed) drop off.

The Contractor shall provide the Town with an updated planned collection program and a Town map, indicating the days of the week and areas to be serviced. Each area is to be in a different color. The Contractor shall provide Town residents with published recycling guidelines, recycling and bulky waste collection schedules, and current pricing schedules for White Goods and CRT's.

The Contractor will expand the Brentwood service area to all newly approved residential units and newly approved Town roads. All items to be collected shall be placed curbside on approved collection routes by 6:30 am on the collection day.

The contractor shall provide the Town a list of potential annual adjustments to compensation or surcharges that will be applied after the first year of the contract and on what basis those adjustments will be made.

This contract does not include collection of commercial and/or industrial establishments in the Town of Brentwood, nor does it include collection at any trailer or mobile home located in a mobile home park or seasonal campground.

The Town may investigate going to a pay per bag system. The Contractor should recognize that this is a possibility and must be willing to participate in the collection of designated bags.

Term

The term of this proposal shall be July 1, 2014 thru June 30, 2019.

The Town of Brentwood specifically reserves to itself, the right to cancel this contract for any reason on 30 days' notice, in writing, signed by a majority of the members of the Board of Selectmen and delivered to the business address of the Contractor.

Minimum Service

The Contractor shall make at least one weekly stop at all places where collection is required under this contract. The Town may, from time to time, extend the area or streets of collection due to construction and subdivision activity and the Contractor shall forthwith comply with such extensions within the scope of this contract and at no additional cost to the Town of Brentwood.

Payments by Town

The proposal will contain a statement that the Contractor will bill the Town no more frequently than monthly following the beginning date of the contract. Statements shall be sent to the Town of Brentwood, 1 Dalton Road, Brentwood NH 03833. Any interest to be charged after the payment due date must be clearly stated in the proposal. Contractor will be required to file IRS Form W-9 with the Town of Brentwood prior to any payment being issued.

Holidays

The following holidays shall be observed by the Contractor:

New Year's Day

Independence Day

Christmas Day

In weeks where holidays are observed, the Contractor shall delay the schedule one (1) day for pickups following the holiday and residents will be duly notified (if necessary).

Hours of Operation

Collections are to be made during the hours of 6:30 a.m. to 3:30 p.m. on the days set forth on the approved schedule.

Disposal

The Town has a contract commitment with Southeast Regional Refuse Disposal District 53B (SRRDD). The Contractor shall abide by all of the rules and regulations established by the Facility. The Contractor shall provide as follows: The cost of collection and transportation of the MSW collected under the terms of this contract to the Turnkey Landfill operated by Waste Management in Rochester, NH or North Andover, MA. The Town also has the option to transport to Covanta's waste facility in Haverhill, MA. The Town may choose any of the three facility locations but must commit to one for the duration of this contract.

The Contractor should assume that the SRRDD's agreement with the landfill will remain in force throughout the duration of this contract herein being proposed.

Insurance

The Contractor agrees to maintain at his own expense, insurance coverage in the amount of at least two (2) million dollars to cover claims for bodily injury, property damage and public liability of at least one (1) million dollars of which must be in the form of an umbrella policy. The Contractor shall also cover all of his employees with Worker's Compensation insurance at the minimum required by the State of New Hampshire.

The Contractor shall also maintain motor vehicle insurance coverage with an insured amount of at least two (2) million dollars on all vehicles, real and personal property, equipment and implements used or employed in any way in connection with the performance of this contract. Coverage includes all owned, non-owned, leased and hired automobiles.

Pollution liability coverage shall be maintained of at least one (1) million dollars. Pollution liability coverage is on a claims-made basis, the Contractor will maintain coverage in force for a period of two (2) years following completion of the work specified in the agreement.

Contractor shall provide excess coverage for each contract above the underlying Commercial General Liability, Commercial Business Automobile Liability, pollution liability, and Workers Compensation insurance policies with limits of, minimum, \$5,000,000 per occurrence or claim and \$5,000,000 aggregate.

The certificate of insurance shall provide the Town of Brentwood with thirty (30) days written notice of cancellation of any of the coverage's named in the certificate(s). The Town shall be

named as additional insured under the Contractor's general liability insurance, automobile liability insurance and pollution liability insurance policies.

The Contractor shall require certificates of insurance from subcontractors. Subcontractors will carry limits of insurance equal to or greater than those carried by the Contractor. These certificates shall evidence waivers of subrogation in favor of the Contractor and the Town, and shall be made available to the Town upon request.

Indemnification

The Contractor agrees to indemnify and save harmless the Town from any liability, loss, damage, action, legal proceedings, claims, demands, expenses and attorney's fees resulting from any claim for injury, any person or damage to any property which may occur in the performance of this contract and from any action, suit, or judgment or other thing whatsoever that may occur in such performance or growing out of anything done hereunder. The Town reserves the right to retain counsel of its own choice, and the Contractor shall be responsible for all legal and associated fees.

Assignment

No assignment of the contract, when awarded, or any rights accruing under the proposed contract shall be made in whole or in part by the Contractor without the express written consent of the Town of Brentwood. In the event of any assignment, the consignee shall assume the liability of the Contractor.

Definitions

- A. COMMERCIAL – Shall be known as a business enterprise performing activities with a profit motive.
- B. CONTRACTOR – Shall mean successful bidder.
- C. CONTRACT PERIOD – Shall mean the contract term beginning no sooner than April 1, 2013 and ending three years from the commencement date or alternatively ending at a later date if mutually agreed upon.
- D. CONTRACT – Shall mean the Contract for Collection and Disposal of Solid Waste between the Town of Brentwood and the Contractor.
- E. TOWN – Shall be known as the Town of Brentwood, New Hampshire and shall mean the Board of Selectmen for the Town of Brentwood or their designee.
- F. USERS – Shall mean all residential, multi-unit and apartment users served under the current collection program in accordance with the Town's Solid Waste Management Ordinance. Residential Multi-Unit and Apartments are defined as having less than 6-units.
- G. RESIDENTIAL MIXED SOLID WASTE – Shall mean all solid wastes of the types and quantities typically generated by residences and including, without limitation, paper, plastic, ferrous and non-ferrous metals, glass, occasional larger items such as furniture, and other solid waste typically generated by residential use, but not including the following: brush, brush trimmings, leaves, yard waste, wood waste, demolition debris, white goods, tires, auto parts, and any other hazardous material or waste which may not be properly disposed of in

a landfill.

- H. RECYCLABLES – Shall mean paper, paperboard, corrugated cardboard, plastic, glass and metals, all conforming to the Recycling Guidelines attached hereto, which shall be separated by the resident (or the Town in the case of Town buildings) and placed curbside in a container separate from the residential mixed solid waste or municipal mixed solid waste containers.
- I. HAZARDOUS MATERIALS –Shall mean wastes that are hazardous by reason of their pathological, explosive, radiological or toxic characteristics. These types of materials are Non-Collectible Waste. No hazardous wastes will be collected by the Contractor under this Contract.
- J. CATHODE RAY TUBES’S (CRT’S)- Shall mean any glass tube used to provide the visual display in televisions and computer monitors as defined by the State of New Hampshire’s Hazardous Waste Rules ENV-WM 1101, “Universal Wastes”
- K. WHITE GOODS -Shall mean discarded household appliances such as refrigerators, freezers, stoves, clothes washing machines, clothes dryers, dishwashers, air conditioners, and other similar items.
- L. BULKY GOODS – Shall mean a large item or bundle, other than commercial construction and demolition debris or hazardous waste, White Goods or CRT’s, which cannot fit into a container or bag. Items include, but not limited to, mattresses, couches, bureaus, bundled construction debris, chairs, large children’s toys, and prepared carpets.
- M. CONSTRUCTION AND DEMOLITION DEBRIS – Shall mean bulky Waste Building Materials resulting from the process of construction, remodeling, repair and demolition activities.

FORM OF PROPOSAL

Item #1

Price in dollars and cents for curbside residential refuse collection per the specifications, price per year, for year one (1) for the proposed contract.

MSW \$ _____

Item #2

Price in dollars and cents for curbside residential refuse collection per the specifications, price per year, for year two (2) for the proposed contract.

MSW \$ _____

Item #3

Price in dollars and cents for curbside residential refuse collection per the specifications, price per year, for year three (3) for the proposed contract.

MSW \$ _____

Item #4

Price in dollars and cents for curbside residential refuse collection per the specifications, price per year, for year four (4) for the proposed contract.

MSW \$ _____

Item #5

Price in dollars and cents for curbside residential refuse collection per the specifications, price per year, for year five (5) for the proposed contract.

MSW \$ _____

Name of Contractor Proposing: _____

Disposal Site: _____

Address: _____

Telephone #: _____

Signature of Contractor Proposing: _____

Title: _____

Date: _____

Curbside Collection Addendum

Collection of Single Stream Recyclables Form of Proposal

Item #1

Price in dollars and cents for bi-weekly curbside collection of recyclables per the specifications, price per year, for year one (1) for the proposed contract.

\$ _____

Item #2

Price in dollars and cents for bi-weekly curbside collection of recyclables per the specifications, price per year, for year two (2) for the proposed contract.

\$ _____

Item #3

Price in dollars and cents for bi-weekly curbside collection of recyclables per the specifications, price per year, for year three (3) for the proposed contract.

\$ _____

Item #4

Price in dollars and cents for bi-weekly curbside collection of recyclables per the specifications, price per year, for year four (4) for the proposed contract.

\$ _____

Item #5

Price in dollars and cents for bi-weekly curbside collection of recyclables per the specifications, price per year, for year five (5) for the proposed contract.

\$ _____

Name of Contractor Proposing: _____

Disposal Site: _____

Address: _____

Telephone #: _____

Signature of Contractor Proposing: _____

Title: _____

Date: _____

Collection of White and Bulky Goods

Item #1

Price in dollars and cents for residential refuse collection per the specifications, price per year, for year one (1) for the proposed contract. Please specify cost associated with curbside pickup and/or recycling center (Town Highway Shed) drop off.

WHITE GOODS \$ _____
BULKY GOODS \$ _____

Item #2

Price in dollars and cents for residential refuse collection per the specifications, price per year, for year two (2) for the proposed contract. Please specify cost associated with curbside pickup and/or recycling center (Town Highway Shed) drop off.

WHITE GOODS \$ _____
BULKY GOODS \$ _____

Item #3

Price in dollars and cents for residential refuse collection per the specifications, price per year, for year three (3) for the proposed contract. Please specify cost associated with curbside pickup and/or recycling center (Town Highway Shed) drop off.

WHITE GOODS \$ _____
BULKY GOODS \$ _____

Item #4

Price in dollars and cents for residential refuse collection per the specifications, price per year, for year four (4) for the proposed contract. Please specify cost associated with curbside pickup and/or recycling center (Town Highway Shed) drop off.

WHITE GOODS \$ _____
BULKY GOODS \$ _____

Item #5

Price in dollars and cents for residential refuse collection per the specifications, price per year, for year five (5) for the proposed contract. Please specify cost associated with curbside pickup and/or recycling center (Town Highway Shed) drop off.

WHITE GOODS \$ _____
BULKY GOODS \$ _____

Name of Contractor Proposing: _____

Address: _____

Telephone #: _____

Signature of Contractor Proposing: _____

Title: _____

Date: _____

ANTI-COLLUSION STATEMENT

The below signed bidder has not divulged to, discussed or compared his proposal with other bidders and has not colluded with any other bidders or parties to a bid whatsoever. NOTE: No premiums, rebates or gratuities to any employee of the Town of Brentwood are permitted with, prior to or after any delivery of materials or services. Any such violation will result in the cancellation of the contract, disqualification of the proposal and/or return of material (as applicable) and the removal of the bidder from the Town's vendor's list.

Firm's Name

Date

By (printed)

By (signature)

Title

Address