

TOWN OF BARRINGTON
REQUEST FOR BIDS

COLLECTION OF SOLID WASTE, YARD WASTE AND RECYCLABLES

The Town of Barrington is soliciting bids for the collection of solid waste, yard waste and recyclables

Bids from refuse and recyclables collection Contractors are hereby solicited by the Town of Barrington and should be forwarded in triplicate to the Department of Public Works, 84 Upland Way, Barrington RI, 02806 by 10:00 a.m. on Friday, March 30, 2018.

The proposed contractual services consist of collection and transportation of residential refuse, yard debris and recyclables from all dwellings in the Town and collection of refuse and recyclables generated by the school system in the Town. The Contractor will supply all equipment and personnel necessary to collect and transport all materials to the designated disposal sites.

- Demonstrated ability to collect refuse or recyclables from curbside in a community of a minimum of 6,030 households or equivalent experience at the discretion of the Town.
- Documentation of performance of a municipal contract for three (3) years or longer.
- Exhibition of existing equipment necessary to fulfill collection of refuse, yard waste and recyclables from 6,030 households or more.
- Demonstrated ability to work with municipal governments and to provide acceptable levels of service on time and within budget.
- Demonstrated ability to provide exemplary services to the Town's residents.
- The Town of Barrington reserves the right to reject any or all bids and to accept the bid most acceptable to the Town of Barrington.

A company brochure must accompany response to this solicitation, key personnel resumes, listing of similar contracts and references, statement of the company's qualifications relevant to the above contract and any other information the company deems pertinent in assisting the Town in adequately reviewing their capabilities.

Any questions should be directed to the Director of Public Works 84 Upland Way, Barrington, RI 401-247-1907.

Within ten working days of the award, the Contractor will furnish a performance bond in the amount of thirty-three percent of the first year contract price. The Town will hold the performance bond as security for faithful performance of the contract. With the yearly renewal of the contract the Town will continue to hold the performance bond. Bonding company must be licensed and approved by the RI Division of Business Regulations.

The Contractor shall submit a bid which includes collection of refuse, yard waste and recycling.

**TOWN OF BARRINGTON
SOLID WASTE COLLECTION SERVICES**

**TOWN OF BARRINGTON
PART A**

REFUSE

The successful bidder shall sign a contract with the Town in a form approved by the Town Solicitor and shall agree as follows:

ITEM: Household Refuse / School Refuse

1. The Contractor agrees to furnish all labor, equipment and transportation for the weekly collection and removal of household rubbish, garbage and trash as generated by occupants during the course of daily living. Bulk household rubbish shall also be included in weekly collection. Collection shall take place at the curb line for each owner and occupant of dwelling houses.
2. Bulk household rubbish shall be defined as, but not limited to, household furnishings (chairs, tables, sofas, bureaus, carpets, mattresses, etc.) and limited residential remodeling debris.
3. All refuse shall be collected and removed as scheduled by the Director of Public Works or his designee, from the premises of the following Town owned properties;

Town Hall, 283 County Rd. -	Mon. Wed. & Fri. after 1:00 p.m.
Library / Senior Ctr., 281 County Rd.	Daily after 1:00 p.m.
Public Safety Bldg., 100 Federal Rd. -	Wed. & Fri. after 1:00 p.m.
Bay Spring Community Ctr., 170 Narragansett Ave.	Thursday
Dept. of Public Works, 84 Upland Way	Daily

4. Refuse shall be collected from all Public Schools – High School, after 1:30 p.m. Middle School, Hampden Meadows, Sowams, Primrose Hill and Nayatt School after 1:00 p.m. Schools shall be collected daily during the School Year. Weekly collection will take place during School vacation or as directed by the Director of Public Works or his designee.
5. Cost of collecting and transporting said Barrington household refuse shall be the responsibility of the Contractor. The Town shall designate approved disposal areas, and shall be responsible for payment of disposal fees from these approved disposal sites only.
6. The Contractor shall collect said refuse, once a week from each section of Town in accordance with the schedule shown on the map marked Appendix A. There is also a street listing with the approximate number of stops per street and per collection route. The Town has approximately 6,030 stops. Historical refuse collection tonnage is also attached.
7. The Contractor shall agree to adhere to said collection schedule as the same may be from time to time amended by the Town. When a collection day falls on a holiday, the Contractor agrees to collect the refuse in accordance with the “Holiday Schedule” as determined by the Director of Public Works or his designee.
8. Per Town ordinance refuse containers/barrels shall not exceed 33 gallons. Container and refuse contained shall not exceed 50 pounds.

RESIDENTIAL YARD WASTE

1. The Contractor agrees to furnish all labor, equipment, and transportation for the collection and removal of residential yard waste, as defined by Town ordinance, the first full week of April through the second week of December each year or as amended by the Director of Public Works or his designee, separate and apart from all refuse, recyclables, or other segregated material designated by ordinance, from the premises at curb line of each owner and occupant of dwellings houses.
2. The Contractor shall collect residential yard waste, once a week from each section of Town in accordance with the schedule shown on the map marked Appendix A. The Contractor agrees to adhere to said collection schedule as may be amended by the Town. If any collection day for a particular district falls on a holiday, the Contractor agrees to collect the yard waste in accordance with the “Holiday Schedule” as determined by the Director of Public Works or his designee.
3. Residential yard waste shall be defined as by ordinance as organic material such as but not limited to leaves, grass cuttings, brush and branches two (2) inches in diameter or less, and other small vegetative material such that may be naturally biodegradable. Yard waste shall be collected in paper bags or containers not exceeding 33 gallons and fifty pounds.
4. Contractor shall collect separately and keep segregated from household refuse residential Christmas trees the first three weeks of January.
5. Residential yard waste, by definition, shall be collected from residences in compliance with the aforementioned Paragraph 1 when generated from that residential property.
6. Cost of collecting and transporting said Barrington yard waste and Christmas trees shall be the responsibility of the Contractor. The Town shall designate approved disposal areas. The Contractor shall dispose of yard debris up to the Town yard Debris Cap established by RI Resource Recovery Corp. at the RI Resource Recovery yard debris disposal site. In addition the Director of Public Works or his designee may notify the Contractor to dispose of in excess of the Town Yard Waste Cap at the RI Resource Recovery disposal site. The in Town compost site – Walker’s Farm – will be utilized by the contractor once the yard waste cap number has been reached.

RECYCLABLES

The Contractor agrees to furnish all labor, equipment and transportation for the collection and removal of all designated recyclable material, separate and apart from all household rubbish, and yard waste as established by ordinance, from the premises at curb line of each owner and occupant of dwelling houses.

All recyclable material also shall be collected and removed once a week or as directed by the Director of Public Works or his designee, from the premises of the following Town owned properties;

Town Hall, 283 County Rd.
Library / Senior Ctr., 281 County Rd.
Public Safety Bldg., 100 Federal Rd.
Bay Spring Community Ctr., 170 Narragansett Ave.

1. Recycling shall be collected from all Public Schools – High School, Middle School, Hampden Meadows, Sowams, Primrose Hill and Nayatt School – twice a week.
2. The Contractor shall collect said designated recyclable material from each section of Town in accordance with the schedule shown on the map marked Appendix A. The Contractor shall agree to adhere to said collection schedule as the same may be from time to time amended by the Town. If any regular collection day falls on a holiday, the Contractor agrees to collect the refuse in accordance with the “Holiday Schedule” as determined by the Director of Public Works or his designee.
3. In accordance with RI Resource Recovery Corp. substantially changing requirements for municipal recycling requirements; i.e. single stream recycling. The Town reserves the rights to re-negotiate the collection cost or serve notice to terminate the recycling contract.
4. Historical curbside recycling collection data is attached. It does not include recycling tonnage from the Town’s recycling center.

PART B

1. Period of contract will be for twelve (12) months, commencing July 1, 2018 and expiring June 30, 2019 and shall have a twelve (12) month renewal option on an annual basis, for a maximum of five (5) additional years with a Town option of two ((2) additional years.
2. The Town will pay to the Contractor the contract (bid) amount in twelve (12) monthly installments for the first year and any and all renewals. The first monthly payment shall be made by August 10, 2018, or within a reasonable time thereafter and each succeeding monthly payment shall be paid by the 10th day of each month or within a reasonable time thereafter, so long as said Contractor, its successors or assigns, faithfully executes, performs and carries out all the duties imposed upon it by the terms and provisions of the contract, until said contract expires.
3. The contract price, in the event the Town exercises it's option to renew, may be increased or decreased after the completion of the first twelve (12) months based on an annual evaluation of the Cost of Living Price Index (CPI) as published by the Department of Labor, Bureau of Statistics, Boston Labor Division of the Northeast Region or other accumulated information which influences the fair market value of the contract. Said contract shall thereafter be increased or decreased annually. The aforementioned evaluation of said cost of living index and other influential information to determine and increase or decrease shall be determined annually, solely by the Town Manager of the Town of Barrington, provided however, that any increase due to this clause shall be subject to limitations by Federal Law or guidelines now promulgated or in the future promulgated through the Federal, State and Municipal Government.
4. The Town shall notify the Contractor in writing not less than ninety (90) days prior to the end of the contract as to the Town's intent to exercise the renewal option for an additional twelve (12) months period. The Contractor shall accept or reject the Town's offer within five (5) working days or the contract may be terminated at the expiration date.
5. Any contract entered by and between the Town and a selected bidder, may be renegotiated by the Contractor in the event that the United States of America is involved in a war, or other such event which affects the price and/or allocation of fuel or has an adverse economic impact on either or both parties. In the event the Town and the Contractor cannot reach an amicable agreement as to said negotiations, the Town and the Contractor agree that they will submit the matter to arbitration through the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties.
6. The Contractor shall not sublet or assign this contract in whole or in part, without the prior formal approval of the Town Manager and the Town Council.
7. If at any time, the Contractor refuses or neglects to collect and remove said refuse, recyclables and/or residential yard waste in accordance with the terms of the contract, then in that event the Town may declare the contract terminated and at an end, and the bond given hereunder, for the faithful performance of the contract shall be forfeited, provided however, that the Contractor shall not be held responsible, if his non-compliance is due solely to strike, fire, or an Act of God.

8. Collections of refuse, recyclables and residential yard waste shall be conducted by the Contractor under the supervision of the Director of Public Works of the Town of Barrington. Collection shall be carried out in accordance with the Ordinances and regulations of the Town governing Solid Waste, chapter 161, Code of the Town of Barrington, as the same may from time to time be amended, provided however, that such regulations shall not be amended so as to substantially change the obligations imposed upon the Contractor without adjustment of the compensation payable to the Contractor.
9. All recyclables become the property of the Town when placed for collection street side.
10. The Contractor shall comply with all Federal, State, and Local ordinances, rules, regulations and laws pertaining to transportation, recyclable materials, hazardous material, disposal and disposal site/s location and operational procedures.
11. Collection of commercial establishments and debris from large remodeling or any building and construction operations or the demolition of buildings will not be collected by the Contractor unless so directed by the Director of Public Works or his designee.
12. Any complaint of missed refuse, recycling or yard waste collection received by the contractor by 12:00 NOON, shall be serviced on the same date, contractor supervisor to dispatch. Any complaint of missed collection received by the contractor after 12:00 NOON, shall be serviced within twenty-four (24) hours.
13. In the event the Contractor fails to collect and remove refuse, recyclables and/or residential yard waste in accordance with the terms of the contract, the Town may cause the same to be collected and removed and the cost of such collection and removal shall be paid by the Contractor, provided however, that no such collection and removal of refuse by the Town shall be considered as a waiver of or a condition precedent to the right of the Town to declare the contract terminated.
14. Contractor shall collect, remove and transport refuse, recyclables and residential yard waste in such a manner that it will not annoy the residents, nor cause damage to or destruction of property of the inhabitant. The Contractor shall not commence collection prior to 7:30 A.M. nor later than 8:00 A.M. and shall complete all collections by 4:00 P.M. unless otherwise authorized by the Director of Public Works or his designee. Additional hours of operation shall be granted by the Director of Public Works on an individual daily basis as requested by the Contractor.
15. The Contractor must be fully cognizant of all regulations, as amended, of the State of Rhode Island Flow Control Bill, with regard to recyclable materials and their proper disposal and shall bear the expense of such amendments.
16. News releases pertaining to the contract or to the services to which it relates will not be made by the Contractor without prior approval by, and then only in coordination with, the Town.
17. All refuse, recyclables and residential yard waste collected shall be transported in modern vehicles. Refuse, recyclables and yard waste in a load packer design and transported to a disposal site approved by the Director of Public Works. Sifting will not be allowed.

18. All vehicles will comply with all requirements of the Rhode Island Department of Motor Vehicles and shall pass all periodic inspections and carry proper insurance as prescribed in this contract and by law. The Town shall reserve the right to refuse to allow a vehicle to perform collection services within the Town if it presents a clear and present danger to residents, property or the roadways of the Town.
19. Vehicles used for collection of specified materials shall be no more than 3 years old at the start of this contract. The Director of Public Works may waive the age of the vehicle restriction if acting in the best interest of the Town. The Town shall have the right to require collection equipment to be washed or painted.
20. The Contractor shall provide a list of all vehicles in service, complete with vehicle identification number, registration and company control numbers and gross vehicle weight.
21. All vehicles entering the Town to commence collection shall be empty. A representative of the Town shall have the authority to inspect all vehicles in use by the contractor.
22. All vehicles exiting the Town shall proceed directly to the designated disposal site without additional stops. All vehicles must complete collection routes in a timely manner to enable all material to be disposed of daily. If a vehicle is denied access to the disposal site due to hours of operation the vehicle may be kept on site of the contractor until the disposal site is reopened with the approval of the Director of Public Works.
23. The Town shall have the right to inspect and weigh all vehicles being used to fulfill the provisions of the contract, it being fully understood by both parties that the Town does have the right to monitor the volume of refuse, recyclables and yard waste being removed from the Town.
24. All vehicles shall be equipped with a broom and shovel for clean up of broken debris caused by collection error.
25. In the event of impassable or hazardous road conditions due to inclement weather conditions resulting from rain, snow, ice or other uncontrollable forces of nature or affects of man made catastrophes, the Contractor shall call to seek and clarify postponement of collection of materials as regularly scheduled. The Director of Public Works shall determine if regular collection shall be suspended, delayed or postponed.
26. The Contractor will pay the prevailing rate of wages in this area to all its employees engaged in the collection and removal of refuse under the contract.
27. The Contractor shall provide a route manager/field supervisor within the Town limits during all hours of collection. The route manager/field supervisor shall be equipped with a cellular phone for communication with the Town and such equipment to communicate with all collection vehicles operating within the Town. The route supervisor/field manager shall be in verbal contact with the Public Works Department daily prior to the departure of all collection vehicles from the Town.

28. The Contractor shall maintain a local office with a local phone number accessible to the Town and the general public. The office hours of operation shall be, but not limited to, Monday through Friday, 7:00 A.M. to 5:00 P.M. The office shall be staffed by knowledgeable representatives of the Contractor. A voice message system shall also be in place to receive calls beyond regular business hours.
29. The Town reserves the right to require the contractor to remove any personnel from the collection program within the city, found to be performing in an unprofessional demeanor or found to have outstanding criminal warrants.
30. The Contractor shall assure that all collection crew workers are suitably and adequately attired. Workers shall wear or carry identification.
31. If recycling containers are emptied into and found to be mixed with household refuse during regular collection, the contractor shall be penalized \$500.00 per occurrence. Municipal personnel shall notify the contractor in writing specifying the date, time and truck number. The penalty shall be deducted from the monthly payment due the contractor.
32. If white goods are found to be mixed with household refuse during regular collection, the contractor shall be penalized \$250.00 per occurrence. Municipal personnel shall notify the contractor in writing specifying the date, time and truck number. The penalty shall be deducted from the monthly payment due the contractor.
33. If yard debris is found to be mixed with household refuse during regular collection, the contractor shall be penalized \$250.00 per occurrence. Municipal personnel shall notify the contractor in writing of the violation specifying the date, time and truck number. The penalty shall be deducted from the monthly payment due the contractor.
34. In event the Contractor fails to collect a reported complaint as outlined in Part B, Paragraph 12, the Town shall collect the refuse, recyclables and/or yard waste and shall assess the contractor for the actual costs of personnel and equipment plus Fifty Dollars (\$50.00) for each individual collection. The cost of collection shall be deducted from the monthly payment due to the Contractor.
35. In the event the Contractor damages property of any of the residents of the Town while engaged in the collection and removal of refuse, recyclables and yard waste, it will replace such property or fully compensate said resident or residents for such damage or restore said damaged property to its original condition. If the Contractor fails to adjust said claim or claims for damage, the Town may make such adjustment and the cost of same shall be deducted from the first payment due to the Contractor from and after the date of such damage.
36. Collection of refuse, recyclables, yard waste of industries or commercial establishments and debris from large remodeling or any building construction operations or demolition of buildings without the direction of the Director of Public Works shall result in a fine of \$500.00 per occurrence plus disposal fees.
37. Failure to comply with the set hours of operation as established in Part B, Paragraph 14, shall result in a penalty of \$500.00 per day. Such penalties shall be deducted from monthly invoices submitted by the contractor.

38. Collection personnel shall return all refuse, recycling and yard waste containers beyond the curb line in a manner not to damage the containers and allow easy access for retrieval of such containers by the resident. Containers shall not be left blocking vehicle access to residences or roadways. Containers shall not be left in the roadway, thrown in any manner or otherwise treated in a damaging manner. The contractor shall be liable for replacement of any and all damaged residential containers or equipment used in conjunction with refuse, recycling or yard waste collection.
39. In the event contractor damages property of residents of the Town while engaged in the collection and removal of refuse, yard waste or recyclables, it will replace such property or fully compensate said resident for damage or restore said damaged property to its original condition. If the contractor fails to adjust said claim or claims for damage, the Town may make such adjustment and the cost of same shall be deducted from the first payment due to the contractor from and after the date of such damage.
40. In the event the collection program is modified in any manner, the Town reserves the right to re-negotiate the collection cost or serve notice to terminate the contract within 30 days.
41. Within ten working days of the award, the Contractor will furnish a performance bond in the amount of thirty-three percent of the first year contract price. The Town will hold the performance bond as security for faithful performance of the contract. With the yearly renewal of the contract the Town will continue to hold the performance bond. Bonding company must be licensed and approved by the RI Division of Business Regulations.

HOLIDAY SCHEDULE COLLECTION

When a refuse collection day that falls on a holiday it is collected the next day, except when a holiday falls on a Friday. For example Monday refuse is collected Tuesday along with regular Tuesday collection. If a holiday falls on Thursday – both the Thursday refuse and Friday refuse is collected on Friday. If a holiday falls on Friday it is collected on Monday along with the regular Monday collection. There is no Saturday collection.

A listing of holidays:

New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day.

