

## MUNICIPAL SOLID WASTE CURBSIDE COLLECTION AND CONTAINER REMOVAL

### Addendum #0

Disposal site will be in Rochester, Massachusetts.

1. Deadline for submitting proposals is Thursday, May 30, 2019 at noon.
2. The Town has the following information filed with the Halifax Board of Health concerning the amount of solid waste collected from Halifax residents and possibly businesses by private vendors. The Board of Selectmen cannot verify that accuracy of this information:  
Republic Services of Marshfield for 2018: 509.54 tons  
Nauset Disposal: 2.6 tons  
Howland Disposal: 529.28 tons  
Noonan Waste Service: 45 tons (approximate)  
P & J Rubbish Removal: 85.8 tons  
ABC Disposal: 55 tons  
Graham Waste Services: 258 tons  
Dooley Disposal Services: 420 tons (approximate)
3. The amount of curbside trash collection from July 2018 to March 2019 was 401.72 tons. If each quarter is relatively the same amount, that works out to approximately 535.63 tons for Fiscal Year 2019. That is down from the 596.43 tons collected in Fiscal Year 2018. The amount collected in Fiscal Year 2017 was 670.50 tons.
4. 118.55 tons were collected from the bulky waste roll-off containers during Fiscal Year 2018.
5. There were 67 haulers from the roll off containers in Fiscal Year 2018.
6. There is one trash truck used each day for the collection of curbside trash.
7. The Town is not willing to change from its Monday and Tuesday curbside trash collection schedule.
8. The Town expects to make an award of this contract no later than Tuesday, June 4, 2019.
9. If the Town chooses to contract with a vendor for collection only, the Town will pay for all disposal costs directly to the site chosen by the Town.
10. All curbside solid waste and solid waste from municipal buildings is to be delivered to a site in Rochester, Massachusetts if the Town chooses to contract with a vendor for collection only.
11. The Town uses the following vendors as the destination sites for the following materials:  
Bulky Waste and Construction Debris – Champion City, 138 Wilder Street, Brockton  
Rigid Plastic – BFI, 195 Mulberry Street, Brockton  
Single stream – Waste Management, 40 Ledin Drive, Avon  
Metals – Atlantic Metal, 1282 Main Street, Hanson.
12. A bid sheet accompanies this addendum.
13. In order to guaranty that the winning bidder will undertake the contract under the terms of the IFP, contractor shall at the time of bid submission present to the Town of Halifax a bid bond (or cash equivalent) payable to Town of Halifax) in sum of 5% of the contract

bid price for the first year of the contract. The bid bond is subject to full or partial forfeiture if the winning contractor fails to either execute the contract or provide the required performance bonds under this IFP. The bid bond is intended to provide to the Town of Halifax assurance that the contractor has submitted a bid in good faith and can and will enter into the contract at the bid price. It also is intended to provide assurance that the contractor can provide the required insurance certificates and performance bond. Insurance requirements are listed in a separate document.

14. In determining the total price of the contract, the Town shall assume a 2.5% deflation factor. For instance, a price of \$102.50 for Fiscal Year 2021 will be deflated to \$100 in Fiscal Year 2020 prices.
15. The Town has modified Section 5 of the proposed contract:

### **SECTION 5**

The Owner may terminate the Contract with cause and without penalty, or may terminate or suspend the Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by the Contract, so long as the Owner has given the Contractor fifteen (15) days notice of said breach or failure to perform and the Contractor has not remedied said breach or failure to perform, or in the event of an elimination of an appropriation or availability of fund for the purposes of the Contract, or in the event of an unforeseen public emergency mandating immediate Owner action. Upon immediate notification to the other party, neither the Owner nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond the control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control. Contractor shall be paid for services rendered up to the date of termination.

16. The contract language is the material included in the request for proposals.

Charlie Seelig  
Halifax Town Administrator  
May 16, 2019