

**Request for Proposals
Town of Lee
MSW, C&D, Glass Transportation**

The Town of Lee is accepting proposals for the transportation of Municipal Solid Waste (MSW), Construction & Demolition Debris and Oversized Bulky Wastes (C&D), Pressure Treated, and Glass. The Town utilizes an on-call system for waste hauling services. The Town owns closed top and open top roll off containers. In addition, the Town will consider the use of contractor-owned containers in order to reduce the number of hauls.

This process is being handled as a proposal instead of a formal bid in order to provide potential vendors the opportunity to propose alternatives that best suit their individual capabilities and the Town's objectives.

Background/Scope

The Town of Lee operates a Transfer Station serving a population of approximately 4,400 year-round residents and additional summer residents. The facility is located on Recycling Center Rd. (off Rte. 155) in Lee, at which the usual array of materials are accepted for disposal. Materials are collected for transport at the perimeter of the facility.

1. Two 45 yard octagonal roll-off containers are used for MSW and are currently transported to Turnkey in Rochester, NH 8 to 10 times per month. The containers run fairly heavy; a tri-axle roll off truck is recommended.
2. One 30 yard open top roll off container is used for Pressure Treated lumber and is transported to Turnkey in Rochester, NH approximately 2-4 times per month.
3. One 30 yard open top roll off containers is used to transport glass approximately once every two months. Glass is currently being hauled to Turnkey in Rochester, NH, however, the Town may wish to transport to Wakefield or another PGA site in the future
4. Two 30 yard open top roll off containers are used to transport C&D to ERRCO in Epping, NH approximately 2 to 4 times per month.
5. One 30 yard open top roll off container is used to transport light iron to various locations within NH.

Estimated tonnages per year are as follows:

MSW	1100 tons	PT	30 tons
C&D	120 tons	Glass	80 tons
Light Iron	100 tons		

The Transfer Station is open Tuesday, Thursday and Saturday from 7:00 a.m. to 6:00 p.m.

The Town of Lee reserves the right to reject any or all proposals, to waive technical or legal deficiencies, to re-issue, and to accept any proposal that it may deem to be in the best interest of the Town.

Process

Questions regarding this RFP shall be emailed to Town Administrator (townadministrator@leenh.org). Substantive questions will result in an addendum to the RFP which will be emailed to all vendors to which proposals are sent and other parties indicating interest in the RFP. This RFP and supporting information will be available on the Town of Lee website at leenh.org under the "Bids/RFPs" section.

Proposals must be submitted in **hard copy** to Town Administrator, Town of Lee, 7 Mast Road, Lee, NH 03861, **no later than 2:00p.m. on December 13, 2018**, at which time the results shall be opened and read out loud. Proposals shall be submitted in a sealed envelope on which the name of the proposer is printed and clearly marked "Solid Waste Proposal".

The Town maintains the right to accept or reject any proposal or portion thereof for any reason. The Town maintains the right to ask vendors questions concerning their proposal, to clarify their proposal(s), and to negotiate with a vendor or vendors prior to making a final decision. Until a vendor is selected, aspects of the proposals other than pricing forms shall remain confidential. A vendor or vendors will be selected on a combination of price, experience, and ability to perform necessary services, and any proposed features provided in the proposal that enhances service to the Town and/or the public, including the availability of additional recycling or waste disposal services not included in this RFP.

Proposals may be withdrawn prior to opening but, once opened, shall remain effective for 30 days.

Additional Information

Vendors may visit the Transfer Station at their own discretion. The vendor shall not rely on any information provided by Transfer Station employees that directly relates to the bid except that vendors may rely on those employees for general information on facility use, operating procedures and times when removal of containers is most convenient. Vendors who believe there are substantial discrepancies between information provided by Transfer Station employees and this RFP shall report such discrepancies by email to the Town Administrator.

To be considered, vendors must include completed copies of the Proposal Price Form attached to this RFP.

Municipal Solid Waste (MSW) means general solid waste emanating from household and normal commercial sources.

Construction and Demolition Debris (C&D) means a mix of bulky wastes that typically include such items as wooden furniture, linoleum and Formica, various types of construction wood, gypsum board, windows, particle board, shingles, etc. **For this proposal, MSW will also include materials generally categorized as Oversized Bulky Waste (OBW).**

Transportation

This work consists of furnishing all labor, fuel, vehicles, tools, implements, equipment, protective clothing, materials, supplies and services necessary to provide for the proper, safe and environmentally sound transportation of MSW, C&D, PT, Glass and Light Iron.

Each vendor shall submit a list of at least three municipal references from municipalities or public organizations that they have provided service to in the past three years. The name and phone number of a contact person shall be provided for each.

Transportation shall include:

- All services shall be performed in a professional, safe and sanitary manner.
- The selected vendor shall clean up any trash/materials resulting from the connecting/disconnecting or loading of containers at the transfer station, spillage during transport, and any trash or material that escapes upon deposit at a processing or disposal site. Should the vendor not clean up any spilled material or cause any action to result in an unclean or odorous condition at the Transfer Station or processing or disposal facility, the vendor shall comply with any request by the Town to rectify the problem within 24 hours.
- The vendor shall ensure that all containers are completely emptied and shall work with the Transfer Station staff to adjust operations should the containers retain significant quantities of materials upon emptying.
- Response time for hauling containers shall not exceed 24 hours from notification unless otherwise specified. Preference may be given to haulers who can commit to less than a 24 hour turn- around time.
- If surcharges apply to weekend hauling this needs to be noted. Preference will be given to haulers who do not charge weekend premiums.
- The timing of removal of containers shall be arranged with the Transfer Station staff (during operating or closed hours). The proposal should contain information on notification and timing required when the town requests additional hauls, such as the amount of notice needed.
- Any damage to the Town's facility, equipment or containers that is caused by the vendor shall be repaired to an equivalent pre-damage standard as existed prior to the damage. Both the town and vendor must agree on the nature, scope and provider of such repairs prior to commencement of them, which will be performed at the vendor's expense. If it is necessary to replace any equipment or containers damaged by the vendor, such replacement units shall be of equal or better quality. The vendor shall also be responsible for any additional costs incurred by the Town for the period during which any equipment or containers are removed from service due to damage caused by the vendor.

In the event of equipment failure, labor shortage or other reason that the vendor is unable to perform the collection as required, the vendor shall notify the town within two hours of the pickup time.

Failure to notify a Town official and to transport refuse as contracted may be cause for the Town to arrange for alternate means of transport. In such case, an appropriate Town official will attempt to contact the vendor to inform the vendor of the alternate arrangement. In such an event, the vendor shall be responsible to reimburse the Town for the cost of the alternate arrangement.

Use of Contractor-owned Solid Waste Containers

If a contractor proposes the use of their own containers as an option, the Town of Lee will not be responsible for normal wear and will only take responsibility for damage caused by or resulting from negligent acts of its employees.

In the event of equipment failure, labor shortage or other reason that the vendor is unable to provide any equipment as required, the vendor shall notify the town within two hours of the pickup time. Failure to notify a Town official and provide rental equipment as contracted may be cause for the Town to arrange for alternate rental options. In such case, an appropriate Town official will attempt to contact the vendor to inform the vendor of the alternate arrangement. In such an event, the vendor shall be responsible to reimburse the Town for the cost of the alternate arrangement.

Vendor Responsibilities –Transportation

Each vendor must present evidence of its ability, experience and reliable equipment to adequately and completely fulfill the tasks outlined by this proposal.

Each vendor shall comply with all local, state and federal laws, regulations, rules and ordinances and shall have all licenses required by same. The vendor shall provide a list of all such licenses and permits. The vendor shall provide a list of all notices of violation, fines and/or settlements set forth by any level of government or other public entity, for any reason, or formal notifications of non-performance by public customers that have been levied against the vendor or the vendor has been a party to since January 1, 2010. Such entities shall include but are not limited to U.S. EPA, New Hampshire DES, OSHA, Federal Highway Administration, New Hampshire State Police, New Hampshire Department of Transportation, and New Hampshire Department of Labor, or similar departments in other states where transportation is proposed to occur. Failure to disclose such information shall result in disqualification or the vendor and/or contract termination, if such discovery is made following the contract award.

The selected vendor(s) shall work with the Town to ensure a seamless transition from any current vendors to avoid the disruption of any service provided at the Town's Transfer Station.

The selected vendor(s) shall provide information annually that is sufficient to satisfy the NH DES reporting requirements or, if no such reporting requirements exist, the quantity by weight of each type of material processed and/or disposed of by the Town.

Vendor Insurance/Indemnification

The selected vendor(s) will be required to obtain and maintain the insurance throughout the term of the agreement for services, and at the vendor's sole cost and expense, in accordance with the requirements attached hereto.

Contract Term(s)

The term for each service shall be as stated in the individual proposal forms, with beginning date no later than January 1, 2019. Each proposal must specify any pricing changes during the duration of the contemplated agreement, whether as a percentage or tied to an index that is readily verifiable by the town and beyond the control of the vendor, such as the Consumer Price Index or published market pricing. The proposal shall contain how the vendor proposes to implement any pricing changes, including the date of notification and effective date of increase. The proposal may contain a fuel surcharge clause, with such surcharge also linked to a verifiable index.

Assignment and Successor

All of the terms of this Request for Proposals and subsequent Agreements shall apply to and be binding on any and all vendor subsidiaries or affiliated companies, or a corporate successor upon merger, consolidation, or purchase of the vendor. All terms, conditions and provisions of the RFP and subsequent agreement shall be binding upon the successors, assigns and heirs of the respective parties thereto.

Billing and Payments

Billing shall be done at least monthly and each bill or invoice shall include:

- Gross and tare weight information for each load.
- Net weight of the material or debris transported
- Name of processing or disposal facility and copy of weight ticket with number from facility or other approved scale
- Invoice from processing or disposal facility, if applicable
- Date of haul and date of delivery at the processing or disposal facility, if different

Equal Opportunity Assurance

All vendors submitting proposals agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or such class as may be protected by law. The vendor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin or such other class as may be protected by law. Such action shall include, but is not limited to employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other compensation, and selections for training, including apprenticeship.

Termination

If, through any cause, a selected vendor should fail to fulfill in a timely and proper manner the obligations under its proposal and subsequent agreement, or if a vendor should violate any portion of this proposal, and/or disregard laws and/or ordinances, the Town of Lee will have the right to terminate the agreement with a notice of at least 60 days unless the violations are of such nature that it is in the

best interest of the Town to terminate at an earlier time.

All time limits and acts required by this RFP are essential to the satisfactory management of services covered by this RFP and agreement. Should a vendor fail to perform or complete the work required to be done in accordance with this RFP, it is mutually understood and agreed the public will necessarily suffer damages which will result in additional costs to the Town. The vendor shall be responsible for all such costs.

Proposal Form
Town of Lee, NH
Transportation of Municipal Solid Waste, etc.

To the Town of Lee, New Hampshire, herein called the Owner:

The undersigned, as Bidder, herein referred to as singular and masculine declares as follows:

1. All interested in the Proposal as Principals are named herein.
2. This proposal is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
3. No officer, agent or employee of the Owner is directly or indirectly interested in this Proposal.
4. The undersigned has carefully examined the sites of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this Proposal, and the undersigned has carefully read and examined the Proposal Documents therein referred to and knows and understands the terms and provisions thereof;
5. The bidder will supply or perform all labor, services, material, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Request for Proposal in the manner and within the time therein set forth, and that the bidder will take in full payment therefore the following item prices, to wit:

Attach a list of all federal, state and local licenses and permits held in the State of New Hampshire, or as the result of New Hampshire operations.

Attach a list of any notice of violations, fines or settlements that relate to any and all federal, state and local licenses and permits in New England states.

Provide the name and location of subcontractors or similar entities which may be used for other services related to the requested service (e.g. transportation). Indicate what service they will provide. Use additional sheets, if necessary.

1. _____

2. _____

3. _____

The term of this agreement shall begin on January 1, 2019, and commence through June 30 of 2019, 2020 or 2021, or as otherwise negotiated. Proposals should indicate if better pricing can be provided for some other alternative.

Please complete the following table with your proposed cost to transport materials as described herein from the Town to each of the processing sites noted.

MSW, etc. Transportation Pricing (per loaded trip)

Termination Date	Turnkey Rochester, NH	EERCO Epping, NH	Wakefield, NH	Other
June 30, 2019				
June 30, 2020				
June 30, 2021				

Please indicate notification time required to schedule additional hauls: _____

Please indicate on a separate sheet any alternative pricing and any proposal for pricing changes during the term of the agreement. Please also be sure to include all other information requested by this Request for Proposal.

Proposal Submitted by: _____

Title: _____

Date: _____

Primary contact for questions concerning this proposal:

Name: _____

Phone: _____

Email: _____

Operations Phone: _____

Operations Email: _____

Billing Office Phone: _____

Billing Office Email: _____

Emergency Phone: _____