



Department of Public Works – Transfer Station Division

14 Manning Street
Derry, New Hampshire 03038

REQUEST FOR PROPOSALS

BID NO __17-012__

Municipal Solid Waste Disposal

The Town of Derry, New Hampshire Department of Public Works, Transfer Station Division seeks proposals for processing municipal solid waste.

Date of Issue:	July 18, 2016
Bid Deadline	August 19, 2016
Anticipated Start	January 1, 2017

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Request for Proposals
Department of Public Works – Transfer Station Division
Town of Derry, NH

MUNICIPAL SOLID WASTE DISPOSAL

The Department of Public Works, Transfer Station seeks proposals for disposing municipal solid waste generated by the residents of the Town of Derry.

1. Instructions

The specifications herein describe the minimum acceptable features and performance requirements for providing this service. Bidders shall own and/or operate the facility where Derry’s MSW will be disposed.

Bidders are to have thoroughly read and understood these specifications prior to bid submission.

Bidders are required to submit proposals on the bid forms provided. Costs and required services shall be listed in Attachment A, “PROPOSAL COSTS”, as delineated.

Any deviation from the specifications as listed by the Town in this RFP should be highlighted and explained in the PROPOSAL SUMMARY.

Bidders shall submit an original copy of their Proposal to the Town. No faxed or emailed proposals will be accepted. All items to complete the project must be included within the Proposal. The proposal shall remain **valid for one hundred eighty (180) days** after the bid opening.

Bids are to be delivered – SEALED – to the following address:

Town of Derry – Public Works Department
Municipal Solid Waste Disposal
14 Manning Street
Derry, New Hampshire 03038

The Town of Derry reserves the right to reject any or all bids. Factors such as past performance on other contracts will be considered sufficient to reject the bid.

2. Definitions

The following words and terms shall, for all purposes of this Proposal, have the following meanings, unless the context clearly indicates a different meaning or intent:

”Acceptable Material” – means residential municipal waste materials collected by the Town, including but not limited to those materials listed herein under section 5 (a) Operation.

“Agreement” – means the contract between the successful Bidder and the Town of Derry.

“Annual Tonnage” – means the tons of acceptable waste from the Town of Derry processed each service year by the successful Bidder.

“Town” - means the Town of Derry, New Hampshire.

“Effective Date” - means January 01, 2017

“Facility” - means the disposal facility equipped, owned or leased, operated and maintained by the Bidder, including all associated real property, equipment and appurtenances thereto.

“Hauler” – means any operator of a vehicle leased by or contracted for and on behalf of the Town of Derry, which delivers acceptable waste to the facility.

“Holiday” – means the following annual days, as observed: New Year’s Day, Martin Luther King – Civil Rights Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day and Christmas.

“MRF” – means Materials Recovery Facility.

“Processing or Tipping Fee” – means the fee paid by the Town to the successful Bidder for the cost of processing each ton of acceptable waste.

“State” means the State of New Hampshire.

“Ton” means a short ton of two thousand (2,000) US pounds.

3. Term of Agreement

The term of the contract shall be 60 months (5 years), commencing on or about January 01, 2017 and ending December 31, 2021.

4. Basis of Award

A contract will be awarded for the proposal that is more advantageous to the Town, with consideration given to the comprehensiveness, and feasibility of the proposal, price, references, and the experience, qualifications, and the compliance and legal history of the Bidder and any proposed subcontractors. The Town may conduct discussions with responsible Bidders prior to selection. Upon approval by the Town, a Notice of Award shall be given to the successful Bidder, and a purchase order issued.

The Town of Derry will seek to award a proposal which best meets RSA 149 – M:3 which promotes the ‘Hierarchy of Preference’. Proposals which promote waste to energy will be deemed more favorably than landfill based proposals.

The Town of Derry will also incorporate its own contract hauling costs into the cost evaluation.

The Town of Derry has a right to reject any or all proposals, and to waive any item, prior to awarding of contract.

The following attachments shall be submitted with the proposal:

ATTACHMENT A – “Proposal Cost” – A description of the Bidder’s overall proposal cost, including processing fees.

ATTACHMENT B – “ List of References” – The Bidder shall provide at least three (3) references from communities similar in size and program description to the Town of Derry, where the Bidder has at least one-year’s experience with handling the recyclables for each community. Include the name, title and phone number for the contact person.

5. Scope of Service

The successful Bidder shall be responsible for all aspects of providing the requested service; the disposal of any residue; the maintenance of records and provision of documents and reports to the Town. Upon acceptance of the municipal solid waste, the successful Bidder shall be responsible for all handling of said materials in accordance with NHDES regulations and other state and Federal regulations as required.

5.a. Operation

The successful Bidder must accept municipal solid waste which is delivered during the term of its contract. The Bidder shall provide to the Town a list of materials and grades currently accepted at the Bidder facility, and any minimum

quality specifications, including allowable contamination limits. The Bidder shall also provide a description of unacceptable materials and shall be responsible for inspecting the materials. Once said materials are accepted, they shall be the property and sole responsibility of the successful Bidder.

If materials are rejected or downgraded by the successful Bidder, the Town must be notified as to why by the next business day following the day the rejection or downgrade occurred. Digital photographs of the rejected or downgraded materials shall accompany this notification. The Town must be provided with an opportunity for on-site inspection of materials in question.

If the successful Bidder fails to accept municipal solid waste because of facility or service failure, without exclusion, the successful Bidder shall be responsible for providing alternate services and compensating the Town for any additional costs.

The Town of Derry has a mandatory recycling program for a number of products including plastics, glass, cardboard, paper, aluminum cans which are removed from the MSW stream. In addition, materials currently accepted at the Derry Transfer Station, and which shall be excluded in the Bidder's proposal, are:

- Wood
- Wood Furniture
- Treated wood
- Plywood
- Toilets and other bathroom fixtures
- Ceramic tile
- Sheet rock
- Plaster
- Shingles
- Insulation
- Vinyl Siding
- Fiberglass
- Batteries
- Fluorescent Tubes
- Tires
- Computer Monitors/CRTs/Televisions

Historical MSW Quantities - 2011 – 8562 tons, 2012 – 8418 tons, 2013 – 9106 tons, 2014 – 8968 tons, 2015 – 8742 tons. Quantities of acceptable materials do fluctuate and shall not be construed as warranties or guarantees of the quantity of MSW material that will actually be provided by the Town.

5.a.1. Delivery by Town Contract Hauler.

Delivery will be by 100 yard open top trailer loads by designated contractors (not Bidder), to deliver materials to the Successful Bidder's facility. The facility shall be accessible to this form of delivery.

The bidder shall identify the days and times that the facility is open for Town delivery of municipal solid waste.

If, at any time during the life of the contract, there is a change in the facility used, the successful Bidder shall request the Town's approval for such a termination, amendment or replacement (60) days prior to the effective date of such termination, amendment and/or replacement and shall provide the Town with the name, address, and phone number of the new Processor's office, the name of an individual responsible for the processing operation, the site of storage and/or processing of the recyclable material, the name and addresses of the processor's secondary haulers and end markets, and the information about specific materials described above in this Section.

5.b. Reporting Requirements

5.b.1 Scale Weights

The successful Bidder shall ensure the maintenance of, the true accuracy of any and all weight scales used to weigh vehicles delivering MSW under the terms of this RFP, and shall test and recalibrate, or insure the testing and recalibration, of any and all weight scales used to weigh delivery vehicles to the accuracy required by all applicable laws, regulations or guidelines, and accepted as standard industry practice at no expense to Derry whenever necessary but at least one time annually.

Derry or its authorized representative shall also have the right, at Derry's sole expense, to test the accuracy of the truck scales at the site(s) where the scales are located, provided that such tests are made at reasonable times, and do not in any way interfere with the orderly operation of such site. If said scales are not within an acceptable level of accuracy, the contractor commits to adjust the accuracy of the truck scales without cost to Derry as soon as possible, but not later than five (5) working days from any date upon which such truck scale are determined to be inaccurate.

5.b.2 Records and Reports

The successful Bidder shall provide Derry with a weekly report, including scale tickets, and a monthly activity statement and a supporting documentation requested, of all MSW tonnage accepted. These monthly statements shall be provided to the Town by the end of the second week of each month for the

previous month. An annual report detailing the previous year's activities shall be provided to the Town by February 1.

6. Regulatory Compliance

The Bidder must state that it shall have all federal, state and/or local permits or licenses as are required to carry out its obligations under an Agreement with the Town, and that during the term of an Agreement with the Town it shall carry out its obligations under such Agreement in compliance with the applicable provisions of federal, state and local law and regulation, and any applicable judicial and administrative interpretations thereof. The Bidder shall warrant that should it contract with any other entity to carry out its obligations under an Agreement with the Town, it shall insure that such entity carries out such obligations in compliance with all applicable provisions of federal, state and local law and regulations, and any applicable judicial and administrative interpretations thereof.

The Agreement between the successful Bidder and the Town shall be governed in accordance with the laws of the State of New Hampshire. Any action, claim or dispute shall be presented to a court or agency in the State of New Hampshire.

7. Records and Access

The successful Bidder shall maintain record of amounts of acceptable materials delivered from the Town, including the amount of each type of material delivered. The successful Bidder shall maintain books and records in accordance with generally accepted accounting principals and practices. The successful Bidder shall make available to the Town all books and records necessary to verify the amount of material delivered from Town.

8. Fees and Payment

The fees agreed upon by the Town in an agreement with the successful Bidder shall remain in effect for the Term of the Agreement.

The successful Bidder shall render to the Town a monthly statement (or more frequently) with all necessary and reasonable supporting documentation. Payments shall be made to the successful Bidder within 45 days of receipt of the statement.

9. Liquidated Damages

The Town shall assess liquidated damages against the successful Bidder for failure to perform specified obligations of an Agreement between the Town and

the successful Bidder. The Town shall have the right to withhold the amount of liquidated damages assessed by it from any payment owed to the successful Bidder. The following is an example of liquidated damages specified in an Agreement:

Improper disposal of MSW material by	\$500 per occurrence
Delay at tipping floor exceeding 90 minutes Up to three allowed each year	\$250 per occurrence

10. Assignment, Amendment, Default and Termination of Agreement

The Agreement between the successful Bidder and the Town shall not be terminated by either party, except as specifically provided in the Agreement.

The persistent or repeated failure or refusal by the successful Bidder to fulfill any of its obligations in accordance with the provisions of an Agreement with the Town shall constitute a default.

No assignment of the Agreement between the Town and the successful Bidder, or any right occurring under such Agreement, shall be made in whole or part by the successful Bidder without the express written consent of the Town; in the event of any assignment, assignee shall assume the liability of the successful Bidder.

The Agreement between the Town and the successful Bidder may not be amended except in writing agreed to, executed and delivered by both parties.

11. Insurance

N/A

12. Contact

Town of Derry
Department of Public Works
Transfer Station Division
14 Manning Street
Derry, New Hampshire 03038

Attn: Joanie Hamel, Recycling Coordinator
Phone # (603) 432-4650

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**Department of Public Works – Transfer Station Division
Town of Derry, New Hampshire**

ATTACHMENT A

Proposal Costs

Prices must be written in both words and numbers

Delivery by Successful Bidder from Derry Transfer Station to MRF

Contract Year #1:

January 1, 2017 – December 31, 2017 _____

Contract Year #2:

January 1, 2018 – December 31, 2018 _____

Contract Year #3:

January 1, 2019 – December 31, 2019 _____

Contract Year #4:

January 1, 2020 – December 31, 2020 _____

Contract Year #5:

January 1, 2021 – December 31, 2021 _____

Total bid based on initial quantities of up to 9000 tons annually of MSW.

Bidder Name & Address _____

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Town of Derry, New Hampshire**

ATTACHMENT B

Bidder References

Provide at least three (3) references from communities similar in size and program description to the Town of Derry, where the Bidder has at least one year experience with handling MSW for each community. Include the name, title and phone number for the contact.

Bidder Name & Address _____

Phone: _____ Fax: _____ Email: _____

(Authorized Signature)

(Date)

(Printed/Typed Name & Title)