



## Department of Public Works – Transfer Station Division

14 Manning Street  
Derry, New Hampshire 03038

### REQUEST FOR PROPOSALS

BID NO \_\_20-115\_\_

## Solid Waste Hauling

The Town of Derry, New Hampshire of Public Works, Transfer Station Division seeks proposals for processing materials collected from the Town of Derry recycling program.

Date of Issue: November 5, 2019

Bid Deadline November 27, 2019, 4pm

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## Request for Proposals

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

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### SOLID WASTE HAULING

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The Department of Public Works, Transfer Station seeks bids for hauling solid waste from Derry, NH to Covanta, Haverhill, MA and recyclables to Billerica, MA

#### **1. Instructions**

The specifications herein describe the minimum acceptable features and performance requirements for providing this service.

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.

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

Contracts are subject to funding approval.

Bidders shall submit a SEALED original document and THREE (3) copies 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. Once awarded, the processing fee must remain the same for the duration of the contract or as specified in said offering.

The SEALED proposal is due no later than 4pm on November 27, 2019 to the following address:

Town of Derry – Dept of Public Works  
“Solid Waste Hauling Bid”  
14 Manning Street  
Derry, New Hampshire 03038

## 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 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 picked up, hauled and processed each service year by the successful Bidder.

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

“Effective Date” - means January 1, 2020

“Facility” – currently Covanta in Haverhill, MA or Waste Management in Billerica, MA

“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, Civil Rights Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day and Christmas.

“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 two (2) years, commencing on January 1, 2020, ending December 31, 2021 with the Town holding the exclusive option to extend the contract by mutual agreement for two additional, successive 12 month contracts to December 31, 2024. **The MSW disposal contract with Covanta expires December 31, 2021. The Town reserves the right to renegotiate the option years should the location of the disposal location change.**

#### **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 Administrator, a Notice of Award shall be given to the successful Bidder, and a purchase order issued.

The Town of Derry has a right to reject any or all proposals, and to waive any item, prior to awarding of contract. The Town of Derry reserves the right to award the contract in the best interest of the Town of Derry.

The following attachments shall be submitted with the proposal:

ATTACHMENT A – “Proposal Summary” – A description of the Bidder’s overall proposal must be provided, followed by responses on the forms provided, to the specific information requested about products and services.

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

#### **5. Scope of Service**

The Bidder shall provide a road worthy hauling tractor and driver to deliver Town owned trailers from Derry, NH to Haverhill, MA or Billerica, MA. The tractor shall be equipped with a wet kit, pump and PTO matching specifications of the Town’s trailer fleet. The tractors must also be equipped with a filter hydraulic system.

The Bidder shall be responsible for moving 150 – 200 tons of solid waste weekly from Derry, NH to Haverhill, MA (MSW) or Billerica, MA (commingled material). Bidders shall be responsive to hauling needs of the Transfer Station and they may be permitted to pick up loads outside of regular operating hours, with prior permission.

The Bidder is responsible for all fuel, tolls, fees and other costs related to repair of the tractor unit. Trailer repairs are not the Bidder’s responsibility. However, the Bidder shall immediately identify major trailer mechanical problems to the Vehicle Maintenance division.

All drivers hauling for the Town of Derry shall have a favorable driving record and they must have the appropriate license in good standing. In addition, each driver shall have proof of enrollment in USDOT Drug and Alcohol Random Testing program. Drivers shall comply with FMSCA medical requirements and provide proof, if requested.

Prospective firms shall be able to demonstrate past performance with on-demand trucking and the ability to react to peak days and transport up to three loads in one day. The Town has limited storage MSW capacity and the vendor shall provide a driver and truck for the extra load on the same day it is requested. The Bidder shall not assess an additional charge or premium for this service, the load will be paid at the same rate quoted without surcharge.

The Bidder will not assess any charges for waiting time at the Covanta facility.

The Bidder shall provide a local (<50 miles) contact and/or dispatch center.

The Bidder and their drivers should expect to perform a detailed pre-trip safety review of the tractor and trailer. The driver will be expected to undertake minor maintenance on the trailer, as necessary (tire pressure, frozen air line, etc.) in order to complete the haul, in compliance with USDOT safety regulations.

## **6. Reporting Requirements**

The successful Bidder shall provide Derry with a weekly report, including scale tickets of deliveries hauled. The Bidder shall also furnish record of the basis for any fuel surcharges on the weekly invoices.

## **7. Regulatory Compliance**

The Bidder must 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.

The Bidder shall comply and remain in good standing with Covanta policies and regulations. Failure to comply will result in contract termination.

## **8. Fees and Payments**

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 weekly invoice statement with all necessary and reasonable supporting documentation. Payments shall be made to the successful Bidder within 45 days of receipt of the statement.

## **9. 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. The Town shall issue a default notice denoting the reason for contract termination.

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.

## **10. Insurance**

The successful Bidder shall maintain for the duration of the contract all required insurance coverage.

Coverage must be written with an insurance carrier licensed to do business in the State of New Hampshire. The Town of Derry requires thirty (30) days written notice of cancellation or material change in coverage. The successful Bidder is responsible for filing updated Certificates of Insurance with the Town of Derry during the life of the contract.

The successful Bidder shall provide a Certificate of Insurance with evidence of the following coverage to the Town of Derry prior to commencing work under the contract document.

Comprehensive General Liability - \$1,000,000 per occurrence/ \$2,000,000 aggregated – Town of Derry must be named as an additional insured.

Motor Vehicle Liability - \$1,000,000 combined single limit – Town of Derry must be named as an additional insured. Coverage must include all owned, non-owned and hired vehicles.

Workers' Compensation – as required by statute, Employers' Liability of \$100,000/\$500,000/\$100,000.

The successful Bidder shall indemnify and hold harmless the Town of Derry, NH, its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of the successful Bidder's/Subcontractors' performance under the contract.

## **11. Contact**

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

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

ATTACHMENT A

**Proposal Summary**

(Submit additional pages, if necessary)

NOTE: The proposal summary must provide hauling and services for a two year contract with Town option for three (3) additional one year contracts. **Proposals may include inflation (CPI) adjustments and fuel surcharges but the proposals must clearly elaborate the method these charges are derived.**

Base Contract            January 1, 2020 – December 31, 2021

Option Year #1            January 1, 2022 – December 31, 2022

Option Year #2            January 1, 2023 – December 31, 2023

Option Year #3            January 1, 2024 – December 31, 2024

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Town of Derry, New Hampshire**

**ATTACHMENT B**

**Bidder References**

Provide references from communities similar in size and program to the Town of Derry, where the Bidder has at least three-year experience with hauling 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)