



## Department of Public Works – Transfer Station Division

14 Manning Street  
Derry, New Hampshire 03038

### REQUEST FOR PROPOSALS

BID NO \_\_24-001\_\_

Construction & Demolition Materials  
Hauling & Processing

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:	April 22, 2024
Bid Deadline	May 10, 2024
Anticipated Start	July 1, 2024

## **TABLE OF CONTENTS**

1. Instructions
  2. Definitions
  3. Terms of Agreement
  4. Basis of Award
  5. Scope of Services
    - a. Operations
    - b. Reporting Requirements
      1. Scale Weights
      2. Records & Reports
  6. Regulatory Compliance
  7. Records & Access
  8. Fees, Payments and Revenue Sharing
  9. Liquidated Damages
  10. Assignment, Amendment, Default and Termination
  11. Insurance
  12. Contact
- Attachments

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

---

CONSTRUCTION & DEMO MATERIALS  
HAULING & PROCESSING

---

The Department of Public Works, Transfer Station seeks bids for hauling and processing construction and demolition materials.

**1. Instructions**

The specifications herein describe the minimum acceptable features and performance requirements for providing this service. Bidders shall own and/or operate the processing facility where recyclables from Derry will be handled.

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. Once awarded, the processing fee must remain the same as contained in the signed agreement.

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

Town of Derry – Public Works Department  
Construction & Demolition Hauling & Processing  
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 construction and demolition 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 July 01, 2024

”Facility” - means the material recovery 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 Fee” – means the fee paid by the Town to the successful Bidder for the cost of processing and recycling 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 12 months, commencing on or about July 01, 2024, with annual renewal options for up to two (2) additional years at the Town’s sole discretion.

#### **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 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, hauling fees and revenue sharing plan, must be provided.

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; marketing of construction and demolition; the disposal of any residue; the maintenance of records and provision of documents and reports to the Town. Upon acceptance of construction and demolition, the successful Bidder shall be responsible for all handling of said materials.

##### **5.a. Operation**

The successful Bidder must accept and transport all construction and demolition materials that are 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 construction and demolition material 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.

Materials currently accepted at the Derry Transfer Station, and which shall be included in the Bidder's proposal, are:

Containers: Wood  
Wood Furniture  
Treated wood  
Plywood  
Toilets and other bathroom fixtures  
Ceramic tile  
Sheet rock  
Plaster  
Shingles  
Insulation  
Vinyl Siding  
Fiberglass  
Brick  
Concrete Rubble

Current annual quantities are up to 3400 tons of construction and demolition material. Quantities of acceptable materials do fluctuate and shall not be construed as warranties or guarantees of the quantity of construction and demolition material that will actually be provided by the Town.

Materials will be transported from the Derry Transfer Station by the successful bidder. The Transfer Station personnel shall live load the containers. Containers are to be 100 yarders capable of holding 20 ton of construction and demolition material.

Delivery by Successful Bidder.

Delivery will be by tractor trailer loads designated sub-contractors, to deliver materials to the Successful Bidder's MRF.

Pickups made by the Successful Bidder shall be conducted on the following schedule: Tuesday through Saturday (6:00am-3:30pm), excluding local, state and federal holidays.

If, at any time during the life of the contract, there is a change in the processing and/or marketing 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 recyclable materials 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. Representatives of Derry shall be given reasonable notice of such test and allowed to be present. Derry shall also have the right to observe the activities of the weight scale operator during the course of an operating day without prior notice, provided that such observations shall not in any way interfere with the orderly operations of the site(s) where the weight scales are located.

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 supporting documentation requested, of all construction and demolition tonnage accepted. Tonnages shall be broken down by material type to the extent practical. 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 a 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 principles and practices. The successful Bidder shall make available to the Town all books and records necessary to verify the amount of material delivered from the Town.

## **8. Fees, Payments and Revenue sharing**

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 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 C&D material by landfilling or incineration or other unacceptable means.	\$500 per occurrence
Failure to pickup or drop-off or switch out trailers on the schedule day, or within the allowable time period	\$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**

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 ten (10) days 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.

## **12. Contact**

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

Attn: Randy Borelli, Recycling Coordinator  
Phone # (603) 432-4650

**Request for Proposals**

**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

NOTE: the proposal must provide hauling and processing service for a one-year contract (Base Contract) with Town option for two additional one-year contracts starting July 1, 2025 and July 1, 2026.

Base Contract:

July 1, 2024 – June 30, 2025 \_\_\_\_\_

Option Year 1:

July 1, 2025 – June 30, 2026 \_\_\_\_\_

Option Year 2:

July 1, 2026 – June 30, 2027 \_\_\_\_\_

If fuel adjustments

Total bid based on initial quantities of 3400 tons construction and demolition material.

Bidder Name & Address \_\_\_\_\_

**Request for Proposals**

**Department of Public Works – Transfer Station Division  
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's experience with handling the recyclables 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)