



TOWN OF
NEWMARKET
NEW HAMPSHIRE

REQUEST FOR PROPOSAL

The Towns of Newmarket is requesting proposals for the following services:

- a) Curbside Collection and Transportation of Municipal Solid Waste to a designated site.
- b) Curbside Collection, Transportation, and Processing/Handling/Marketing of Recyclables
- c) Roll off containers, and Transportation of those containers to either a designated disposal site, or to a site provided
- d) to Process/Handle/Market Recyclables in those containers

The above proposals shall conform to the attached minimum specifications. All proposals shall be submitted in triplicate to the Office of the Town Manager, Town of Newmarket, 186 Main Street, Newmarket, NH 03857, by 10:00 a.m. on Thursday, September 22, 2022. Late, faxed, or emailed proposals will not be accepted.

Proposal envelopes shall be sealed and clearly marked as indicated in the attached specifications.

The Town of Newmarket reserves the right to accept or reject any and all proposals submitted or take any proposal that the Town deems advantageous regardless of the price quoted.

There is a mandatory pre-submission meeting to be held on September 7, 2022, at 10:00 a.m. at the Newmarket Town Hall, 186 Main Street. Questions concerning the proposal will only be addressed at that time.

Proposal for the town of Newmarket, New Hampshire for the following broad service categories:

- a. Curbside collection and transportation of municipal solid waste (MSW) to a designated disposal site
- b. Disposal of MSW at a licensed disposal site
- c. Curbside collection and transportation to a processing/handling site for the marketing of recyclables
- d. Processing/handling/marketing of recyclables
- e. Dumpster and roll off containers, and transportation of the contents of those containers to either a designated disposal site, or to a site provided to process/handle/market recyclables as appropriate

INTRODUCTION

The Town of Newmarket, New Hampshire, situated in Rockingham County, requests proposals for curbside collection and transportation of municipal solid waste and curbside collection, transportation, and processing/handling/marketing of recyclables. The population of Newmarket is 9,460.

The intent of this request for proposal is to maintain a method of curbside collection for municipal solid waste and recyclable materials.

SCOPE OF WORK

The successful contractor shall provide expertise, labor, equipment, and materials for the curbside collection, transportation, and disposal of municipal solid waste (MSW), and curbside collection, transportation, and processing/handling/marketing of recyclables from all presently participating locations herein and future curbside refuse pick-up locations that the Town has an obligation to service for the term of the contract. All work must be done in a professional manner and according to these specifications. Historic tonnages collected by Town is as follows:

	Demographic Data		2018 Tonnage		2021 Tonnage	
	Population	Housing Units	MSW	Recyclables	MSW	Recyclables
Newmarket	9,460	4,293	1,017	869	1,367	870

The information provided above is for estimation purposes only and does not constitute a guarantee of any future tonnages by any of the Town.

The Town will consider contract proposals with a commence date of January 1, 2023, for a three (3) year duration with a three (3) year renewal option.

ITEMS TO BE COLLECTED- MUNICIPAL SOLID WASTE

All items to be collected shall be municipal solid waste placed at the curbside with the exception of any type of liquid waste, animal carcasses, manure and renderings, tires, flammable liquids, pesticides, septage, asbestos materials, medical and dental waste, grease, cooking oil, leaves, yard waste, brush, ammunition and explosives, nuclear or atomic waste, any materials containing hazardous waste as defined by state and federal agencies, refrigerators, air conditioners or any

appliance containing cfc's, building demolition and debris, steel, wood, bricks, stone, metal barrels or any other items not taken at the Turnkey Landfill in Rochester, NH.

Collected bags will not exceed 33 gallons in size or 30lbs in weight. The contractor will only collect bags bearing the official Town Seal.

ITEMS TO BE COLLECTED - RECYCLABLES

Items to be collected as recyclable will be placed at the curbside in collection boxes provided by the Town. Minimum items to be picked up via a "single stream" collection method and recycled are brown, clear, and green glass, #1 and #2 plastic, newspaper, cardboard, magazines, telephone books, "junk mail," office paper, aluminum cans, and tin/steel cans. Locations will be at participating households throughout the town. Curbside collection of recyclables shall be performed on the same day as the curbside collection of MSW.

DISPOSAL/PROCESSING

All MSW that is collected must be delivered and disposed at Turnkey Landfill in Rochester, NH under an agreement with the Lamprey Regional Cooperative of which NNS are member towns. The Towns will entertain proposals for disposal at a licensed or permitted facility acceptable to the Towns of NNS so long as the proposal provides separate quotes for tipping fee disposal. MSW will not be allowed to be disposed at an unlined/unpermitted landfill. The Town reserves the right to enter into a contract for tipping fee disposal cost independent of the cost of collection.

All proposals must provide a separate cost to process recyclable materials, which must identify the location and entity receiving the materials. Processor must be approved by the Town and shall not landfill or incinerate the materials received.

OWNERSHIP

The contractor shall become the owner of all items collected and be considered legally responsible for the proper and safe handling and disposal of items in accordance with all municipal, state, and federal rules, regulations, laws, etc.

CERTIFICATES OF INSURANCE

The Contractor agrees that it will carry any and all insurance which will protect it, the Town and its officials, agents, volunteers and employees from any and all claims and demands, costs, damages, loss of service or consortium, expenses, compensation and attorneys' fees including but not limited to any and all claims for personal injury and/or death, workers' compensation injuries, and property damages which may, in any way, arise from or out of the operations of the Contractor whether such operations be performed by the Contractor itself, anyone directly or indirectly employed by it or any other persons or company retained in any way to carry on all or portion of the operations, activities or work required by or related to the Contract. The Contractor further agrees that the Town of Newmarket and its officials, agents, volunteers, and employees shall be named as an Additional Insured in any and all such liability insurance policies required by the Town.

The contractor will provide insurance certificates for the following minimums coverage before starting work:

- A. Owners and Contractors Protective - Bodily Injury \$500,000. each person/occurrence, \$2,000,000. total. Property damage \$500,000. each occurrence, \$2,000,000. total.
- B. General Liability - Bodily Injury \$500,000. each person/occurrence, \$2,000,000. total. Property Damage \$500,000.00 each occurrence, \$2,000,000. total.
- C. Automobile Liability - Bodily Injury \$500,000. each person/occurrence. \$2,000,000. each accident/occurrence. Property damage \$2,000,000. each occurrence.
- D. Worker's Compensation - Statutory Requirements. The contractor shall provide worker's compensation. The Contractor's worker's compensation coverage must waive subrogation against the Towns of NNS and its officials, agents, volunteers, and employees.

PROPOSAL FORMAT

Proposers must use the attached Bid Response Forms. All blanks are to be filled in and returned with this complete set of papers consisting of instructions to proposers, proposal form, a surety company "Bid Deposit" bond, or certified check, as security for the execution of the contract payable to the Town of Newmarket in the sum of not less than ten percent (10%) of the estimated first year cost of the bid, and a sample proposed contract, which will be executed separately by each town upon awarding of the bid. The proposer is expected to carefully examine provisions, project forms and the Town before submitting a proposal. Failure to do so will not relieve a successful proposer from his/her obligation to fulfill the contract and the terms of this RFP. The submission of a proposal shall be considered prima facie evidence that the proposer has made an examination of the proposed work, plans, proposal, and is familiar with the conditions to be encountered in the performance of work and as to the requirements of the specifications, special provisions, and contracts.

Particular attention is called to the requirements of worker's compensation, public liability and motor vehicle insurance, liquidated damages, and the manner in which the work is to be performed. The price of the proposal shall include full compensation, for all materials, equipment, tools, labor, and incidental work necessary to complete the work to the satisfaction of the Town. The prices shall include, without exception, all royalties and costs arising from patents, trademarks, or copyrights which may be involved in the work.

The proposer shall specify unit prices as outlined on the proposal form.

Any, or all, proposals will be rejected if there is any reason for the towns to believe that there is collusion among the proposers. Any proposal so rejected will disqualify the proposer from consideration and she/he may be disqualified from proposing on future work.

Before the awarding of the contract any proposer may be required to show that she/he has the necessary facilities, experience, ability, and financial resources to perform the work in a satisfactory manner and within the time stipulated.

The Towns reserve the right to reject any, or all, proposals.

A proposer may withdraw his/her proposal, provided the request is in **writing** and in the hands of the Newmarket Town Administrator before the time of the proposal opening. Such proposal(s) shall be returned unopened and unread.

The proposal envelope shall clearly indicate the name and address of the proposer with words "**Curbside Collection Proposal**" and "**Due Date**" on the front of the envelope. Proposals received after the time stipulated for the opening will be returned to the sender unopened. All proposals must be presented in triplicate to the Office of the Town Manager at the Town of Newmarket, 186 Main Street, Newmarket NH 03857.

After the opening of proposals, the proposal security of all proposers will be returned within seven (7) business days (excluding Saturdays, Sundays, and holidays) with the exception of the three lowest eligible proposers. The proposal security of these three proposers will be returned upon execution and delivery of the contract award on or before December 31, 2022, unless forfeited by failure to execute the contract provided herein.

In the case a party to whom a contract is awarded shall fail or neglect to execute the contract and furnish the satisfactory bonds within the time specified, the Towns may determine that the proposer has abandoned the contract. Thereupon the proposal and acceptance shall be null and void, and the proposal security accompanying the proposal shall be forfeited to the Towns as liquidated damages for such failure, or neglect and to indemnify the Towns for any loss which may be sustained by the failure of the proposer to execute the contract and furnish the bonds as aforesaid, provided that in case of death, disability or other unforeseen circumstances affecting the proposer, such proposal security may be returned. After execution of the contract and acceptance of the bonds by the Towns, the proposal security accompanying the proposal of the successful proposer will be returned.

PRE-SUBMISSION CONFERENCE

All prospective proposers are required to attend a mandatory pre-submission conference to be held Newmarket Town Hall, 186 Main Street, Newmarket NH at 10:00 a.m. on Wednesday, September 7, 2022. NO questions will be answered at any other time.

REFERENCES

Proposers shall provide at least five (5) references providing testimony to the proposer's experience, quality of service, and reliability. At least three (3) of those references shall be from communities presently under contract for service.

AWARD

The Towns may reject in whole, or in part, any submittal. The Town will award based on the best interest of the Town.

The selected contractor shall furnish to the Town, a performance bond for the faithful performance of this agreement. It shall be executed by a surety company licensed to do business in the State and to be in the penal sum of 110 percent of the estimated first year's billing (based on the bid and the estimated tonnage to be served). Said bond shall indemnify the Town against any loss resulting from any failure of performance by the contractor, not exceeding, however, the penal sum of the bond. The surety company shall provide a minimum of thirty days notice to each Town prior to the expiration and/or termination of the performance bond.

CONTRACT PERIOD

The minimum contract period shall be for a three (3) year period commencing January 1, 2023.

CONTRACT PRICE

Contract proposals shall include the following items and shall be the sole sum on which invoices are based:

- 1) Fee for curbside collection and transportation of MSW to Turnkey Landfill shall be presented as follows:
 - a) Fee per ton for collection and transportation.
 - b) Fixed fee for contract period.
- 2) Proposals may include a tipping fee "per ton" (weight) for disposal of MSW at a licensed disposal site.
- 3) Fee for the single stream curbside collection and transportation of recycling materials shall be presented as follows:
 - a) Fee per ton for collection and transportation.
 - b) Fixed fee for contract period.
- 4) Tipping fee "per ton" (weight) for processing of recyclables at a licensed facility.
- 5) Additional Services: - Fee for roll off and dumpster services presented as follows:
 - a) Rental fee per roll off and dumpster as may be applicable
 - b) Transportation fee to a designated disposal site
 - c) Fee per ton for the disposal of bulky wastes within the roll offs

No fuel surcharges or other fees and/or charges will be permitted under this contract. All proposals must specifically cite and clearly state any annual escalator factor to be used, if any, to adjust the stated rates when appropriate and the methodology to be employed.

The contractor will only charge the Town for the waste collected within the Town's geographical limits and at stops approved by the Town. Any per ton method of measurement will be based on weight, i.e., tonnage, at the disposal/processing site scale house. Scale house must be certified by the State Bureau of Weights and Measures. The Contractor must forward a copy of the scale ticket from the disposal/processing site for each load charged to the Town with the monthly invoice.

The Town reserves the right to have their agents inspect any contractor rubbish packer and perform surveillance to ensure that only the Town's trash is picked up, and transportation and disposal/processing is being charged to the Town appropriately.

The Contractor will submit a monthly invoice to the Town. All invoices will state date of delivery, truck identification number, and tonnage delivered. Official scale tickets for each delivery must be attached.

Upon receipt of the invoice, the Town will have up to thirty (30) days to remit payment.

COLLECTION

Pickup of municipal solid waste and recyclables will be on a weekly basis at the present curbside locations. Routes and locations will be picked up in an efficient and consistent manner by contractor (penalties will be discussed at the Pre-Submittal Conference). Requests for changes

in the routes and schedules during the contract period must be in writing and will not be permitted without prior written approval by the town.

Collection trucks shall be compaction type (packer) units, designed for collection of residential refuse and/or recyclables. The contractor shall provide an adequate number of vehicles approved by the Town for regular collection services. They shall be kept in good repair, appearance and in a clean and sanitary condition at all times. Each vehicle shall have clearly visible, on each side, the name of the Contractor and contact information. All materials shall be hauled in a manner to prevent spillage, leakage, or blowing. In the event that any material leaves the truck, the material must be immediately cleaned up.

Empty solid waste and/or recycling containers shall be placed, and not dropped or thrown, in their original location or within two (2) feet of the travel way and shall not be placed to block the travel way, sidewalk, or driveways.

COLLECTION SCHEDULE

The successful contractor shall submit a detailed collection schedule prior to commencement of work and the Town will be responsible for the timely public notification. In all cases, MSW/recyclables cannot be picked up prior to 7:00 a.m. on the collection day. Weekends and holiday schedules will not be permitted. Holidays will be as defined by the Town.

No material will be permitted to stay at the curb overnight past 6:00 p.m. on the designated day of collection. Adverse weather conditions will not be permitted to alter the date of collection without prior approval of the town.

The contractor will be obligated to make return trips to an area if a specific location is missed.

If the contractor encounters a container which does not meet the Town's specifications, the contractor shall affix a sticker to the unacceptable bag or container, explaining why the bag or container was not picked up, and prior to the close of business, shall notify the Town as to the location, quantity and reason why municipal solid waste or recyclables were not picked up at that location.

CLEAN-UP

The contractor is expected to clean up the curbside area due to animals or birds breaking open the bag and leave the area clean after the stop has been picked up. Any material that is dropped on the ground due to a broken bag during collection shall also be picked up and removed from the roadside.

INDEMNITY

To the fullest extent permitted by law, the Contractor shall protect, indemnify, save defend and hold harmless the Town including its officials, agents, volunteers, and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities

of Contractor or its agents, employees, contractors or subcontractors, and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

In addition, and regardless of respective fault, Contractor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that Contractor's officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The Contractor's obligations to defend, indemnify, and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract. The Town reserves the right to retain counsel of their choice or in the alternative, approve counsel obtained by the contractor.

The Town shall not be required to defend, indemnify, or insure the Contractor, any subcontractor, or any professional service provider.

PUBLIC RELATIONS

The contractor shall establish and maintain a local office, or other such facility that shall be approved by the Town, through which it can be contacted; where services may be applied for; and complaints can be made. A direct toll-free number shall be provided to accept customer service calls from residents. The contractor must provide an emergency "on call" authorized supervisor, or project manager, during collection hours to handle complaints and/or problems.

ASSIGNMENT

No assignment of the agreement or any right occurring under this agreement shall be made in whole or part by the contractor without the express written consent of the town. In the event of any assignment the assignee shall assume the liability of the contractor.

PERMITS

The contractor shall obtain at his/her own expense all permits and licenses required by law to fulfill the contract agreement.

MISCELLANEOUS

The Town may request the dismissal or reassignment of any employee of the Contractor who violates any provisions hereof, or who is wanton, negligent, or discourteous in the performance of his/her duties.

The Contractor shall provide operating and safety training for all personnel. Each vehicle shall be equipped with a first aid kit, fire extinguisher, flare kits, etc.

The failure of the Town at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Town thereafter to enforce the same, nor shall waiver

by the Town of any breach of any provisions thereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ADDITIONAL SERVICES

In addition to the services described above; each town has the following needs for services, which are provided by the current contractor. Proposals are to address each of the stated needs and the associated costs, if any, to provide each service. In addition to the Bid Response Form, responses to this Section may include a narrative, which succinctly and clearly describe the services being offered, as an attachment to the Bid Response Form. The Town reserves the right to award a contract for these services separate from the curbside collection contract.

Roll Offs (on call as needed)	Dumpsters (once a week)
One 50 yard; one 30 yard	Seven 8 yard

Please state separately any rental, transportation, and/or disposal/processing charges per container (roll off or dumpster) associated with servicing these needs.

**PROPOSAL FOR COLLECTION, TRANSPORTATION, AND DISPOSAL OF MUNICIPAL
SOLID WASTE AND RECYCLABLES FOR THE TOWN OF NEWMARKET, NH BID
RESPONSE FORM**

Bidding Company Name: _____

Contact: _____

Address: _____

Telephone Number: _____ Email address: _____

Item 1: Curbside Collection and Transportation of MSW to Turnkey Landfill:

Three-year term: a. Per Ton cost: _____ b. Fix Fee for Term of Contract:

Item 2: MSW Disposal Option Alternative:

Three-year term: a. Per Ton Tipping Fee: _____

Disposal Site and Address: _____

Item 3: Curbside collection and transportation for recycling:

Three-year term: a. Per Ton Fee: _____

b. Fixed Fee for Term of Contract: _____

Item 4: Recycling Processing Option:

Three-year term: a. Per Ton Tipping Fee: _____

Processing Company, Site, and Address: _____

Item 5: Additional Services Option:

<u>Container and Size</u>	<u>Rental Fee (monthly rate)</u>	<u>On-Call/Standing Order Transportation Fee (per mile, per pull, etc.)</u>	<u>Service Fee for once per week pickup</u>	<u>Per Ton Disposal/ Processing Fee</u>
4-yard dumpster				
6-yard dumpster				
8-yard dumpster				
10-yard dumpster				
30-yard bulk waste roll off				
30-yard recycling roll off				

Do not leave any item blank. Instead, place "N/A" in any space for which you wish not to respond. Please note any exceptions, qualifications, stipulations, and/or substitutions on a separate page in detail. Please include your Certificates of Insurance as requested.

I certify that I am familiar with all aspects of the specifications associated the work to be performed and have anticipated all contingencies relative to the local conditions under which the work will be performed. I further certify that submission of this proposal constitutes my acknowledgment and certification of having adequate knowledge of specific site conditions and specifications in order to successfully perform the tasks involved in implementing the project as described. Further, I agree and understand that these specifications are a material part of my submission and shall be the performance standards under any eventual contract executed between my company and the Towns of Newfields, Newmarket, and Stratham and shall be incorporated by reference therein.

I further certify that I am the duly authorized agent of the stated company and have full authority to present this Bid Response Form.

Person Submitting Bid: Name/Title:

(Print or Type)

(Signature)

Date