



Request for Proposals
Transfer Operations and Disposal Contract
Town of Salem, NH
September 2017
RFP (2017-027)

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**REQUEST FOR BIDS
BID 2017-027
TRANSFER STATION OPERATIONS AND DISPOSAL**

The Town of Salem, New Hampshire will receive sealed bids at the Office of the Purchasing Coordinator, Municipal Office Building, 33 Geremonty Drive, Salem, New Hampshire, for:

- Loading solid waste at the Salem, NH Transfer Station and hauling the waste to a properly licensed disposal facility to be designated
- Loading single stream recyclables at the Salem, NH Transfer Station and hauling and disposal of recyclables at a properly licensed commercial recycling facility.
- Loading bulky metals at the Salem, NH Transfer Station and hauling and disposal of the material at a properly licensed commercial disposal/recycling facility.
- Loading recyclable electronics and other special wastes at the Salem, NH Transfer Station and hauling and disposal of the materials to a properly licensed disposal facility.
- The Town of Salem will be provided copies of the individual licenses for all proposed disposal facilities.

The bids will be received on or before, SEPTEMBER 22, 2017 at 11:00A.M. at the Salem Municipal Office Building at which time and place they will be opened and publicly read.

The SEALED envelope should be plainly marked:

"BID 2017-027 TOWN OF SALEM NH TRANSFER STATION OPERATIONS AND DISPOSAL"

Bids shall be submitted on the enclosed bid sheet to the listed minimum specifications. If you find these specifications to be unreasonably restrictive, please contact the Purchasing Coordinator immediately for clarification or alternate specifications. If no exception is noted, the specifications as written will be considered acceptable.

The Town reserves the right to reject any or all bids or any part thereof, to waive any informality in the bidding, and to accept the bid considered to be in the best interest of the Town. The Town also reserves the right to conduct reasonable negotiations with the successful bidder. Failure to submit all information called for may disqualify a bid.

A pre-bid meeting will be held on SEPTEMBER 14, 2017 at 9AM at the Salem Municipal Office Building Town Hall 33 Geremonty Dr. Salem NH to discuss the bid and then to allow prospective bidders to visit and view the existing transfer station operation. **Prospective bidders are encouraged to attend the pre-bid meeting.**

SECTION A. INFORMATION TO BIDDERS

1. The Town of Salem, New Hampshire, herein called the "Town", acting through its Purchasing Coordinator, will receive sealed bids from qualified COMPANIES, herein called "COMPANY" for the loading of solid waste, single stream recyclables, bulky metal items, and recyclable electronics at the Salem Transfer Station; and hauling the solid wastes to properly licensed disposal facilities to be designated, hauling and disposal of single stream recyclables at a properly licensed commercial recycling facility, hauling and disposal of bulky metal items to a properly licensed recycling facility, and hauling and disposal of recyclable electronics at a properly licensed recycling/disposal facility. The Town of Salem reserves the right to select a COMPANY that is deemed by the Town to be in the best interest of the Town of Salem and will not necessarily, but may, select the low cost bid. The Town's considerations in making a selection will include cost, experience (minimum of 10 years of continuous operation of a similar facility(ies), equipment proposed, references, financial capabilities, response to all requirements in this request for proposals, and other factors deemed to be in the best interest of the Town of Salem. The Town of Salem will negotiate and execute a contract for services with the selected COMPANY based on the requirements outlined in this Request for Proposals.
2. Prospective bidders are urged to view the loading and hauling operations at the Salem Transfer Station on Shannon Road in Salem during the site visit scheduled to follow the pre-bid meeting on SEPTEMBER 14, 2017 at 9AM to best understand operational and equipment requirements.
3. The successful bidder will be required to begin the contract on JANUARY 1, 2018. The term of the contract shall be 5 years with an option for extension as outlined in the general terms and conditions section herein. The Town reserves the option to terminate the contract at any time with a 30 day written notice to the selected COMPANY. Non-performance termination will not require a 30 day notice. Provisions for termination are detailed in the general terms and conditions.
4. Bidders shall furnish bid security in the amount of not less than five percent (5%) of the bid, as calculated by multiplying the per ton price bid under Bid Item 1, times 10,000 tons.

The bid security may be either in the form of a certified check drawn upon a bank within the State of New Hampshire made payable to the Town, or in the form of a bid bond executed by a surety company, duly authorized to do business in New Hampshire, made payable to the Town. The bid bond shall be valid for a period of not less than one-hundred eighty (180) days.

Bid securities will be returned to all unsuccessful bidders, except the lowest three qualified proposers, within thirty (30) days after the bid opening. The checks or bid bonds of the lowest three qualified proposers will be retained until the contract is executed with the successful COMPANY.

5. No bid may be withdrawn for a period of one-hundred eighty (180) days after the date on which the bids are opened.

The successful COMPANY, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) working days after he has received notice of the acceptance of his bid, shall forfeit to the Town as liquidated damages for such failure or refusal the security deposited with his bid.

6. The successful COMPANY will be required to provide the Town with a copy of insurance policies as required herein prior to the execution of the contract (see General Conditions below for requirements).
7. The successful COMPANY will be required to provide the Town with performance and payment bonds as required herein prior to start of work (see General Conditions below for requirements.)
8. COMPANY Qualifications and Experience Statement

The COMPANY shall submit qualifications, which demonstrate that the COMPANY is capable of performing to the requirements of the Contract. At a minimum, the COMPANY'S qualification shall include the following:

- a) Point of contact for the COMPANY, including name, title, address and telephone number;
 - b) Company summary including number of employees and equipment owned by Company;
 - c) Evidence satisfactory to the Town that the COMPANY has been in existence as a business in excess of ten (10) years, and has actual current operating experience in municipal solid waste management, including operation of transfer station and recycling facilities for a minimum of 5 continuous years;
 - d) Proof that the COMPANY has or can obtain the necessary permits and licenses to perform the work under this Contract;
 - e) Listing of relevant Company experience including a minimum of three (3) detailed municipal project descriptions of similar solid waste operations within either the State of New Hampshire or Massachusetts within the past five (5) years;
 - f) List of five (5) municipal references with whom the COMPANY contracts or has contracted within the last five (5) years;
 - g) Provide references from each under E and F above, including, at a minimum, contact information such as names and telephone numbers.
9. Financial Status

The COMPANY shall submit evidence satisfactory to the Town that the COMPANY possesses the managerial and financial capacities to meet the requirements of the Contract. The statement shall include:

- a) A description of the overall corporate structure;
- b) Documentation that the COMPANY can obtain and maintain the required insurance and bonding requirements;

- c) Certification that neither the COMPANY nor any predecessor company is under or has ever been under any part of the Bankruptcy Act since 1985, or explain if they have been;
- d) List of previous contracts with Town, county or municipal governments which the COMPANY failed to perform or defaulted in the past 20 years;
- e) Proposers shall be prepared to provide Financial Statements (two prior years) in accordance with generally accepted accounting principles to be available upon request by the Town of Salem. The balance sheets reviewed will remain confidential to the full extent permitted by applicable law.

10. Disqualification of COMPANY

The Town reserves the right to reject any and all proposals, to waive any and all informalities, and to reject non-conforming, non-responsive or conditional Proposals. The Town reserves the right to select a COMPANY other than the lowest responsible bidder in its sole discretion and to negotiate with any and all qualified, responsive bidders. Although not intended to be an inclusive list of causes for disqualification, any one or more of the following causes may be considered sufficient for the disqualification of a COMPANY and the rejection of its Proposal.

- a) Evidence of collusion among COMPANIES; Lack of competence as revealed either by financial status, qualifications, or other factors;
- b) Lack of responsibility judged from past performance of contracts similar in scope;
- c) Default on any previous Town, county, municipal or governmental contract for failure to perform;
- d) Failure to strictly conform to applicable laws;
- e) Misstatement or concealment of any material fact in the Proposal; and
- f) Failure or refusal to promptly furnish the Town information requested concerning the COMPANY'S qualifications.

SECTION B: GENERAL CONDITIONS

1. Definitions

Bulky Waste or Bulky Metals – includes large items with weights or volumes greater than those allowed for individual household-type containers. Bulky waste includes, but is not limited to, automobile parts (fenders, seats, and other parts not exceeding four hundred (400) pounds), furniture and non- recyclable toys, appliances (refrigerators, ranges, stoves, washers and dryers, and water heaters) etc. Freon and gasoline is to be removed and managed/disposed by the COMPANY.

Commingled Recyclable Material(s)/Single Stream Recyclable Material(s) – reusable waste separated from solid waste for the purpose of recycling. Includes, but is not limited to paper, newspapers, magazines, cardboard, glass, plastics, aluminum, and tin containers.

COMPANY– the entity proposing to perform the work under this Contract with the Town.

Department – the Division of Public Works through the Municipal Services Department or any department designated by the Town to administer the provisions of this Contract.

Disposal Site or Facility – any place at which solid waste or other wastes are disposed of by incineration, landfilling, composting or any other method, and which has been approved by the applicable state, and/or municipality and all other applicable local, state and federal agencies.

Hazardous Waste – any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be “hazardous” as that term is defined by or pursuant to Federal, State, or Town laws and regulations.

Municipal Solid Waste or MSW – Non-hazardous solid waste normally collected from residents, households, commercial/light industrial establishments, and municipal properties within the Town of Salem.

Recyclable Electronics - refers to electronic products that are discarded by consumers. These include a wide range of items, such as:

- televisions and computer monitors
- computers and computer peripherals (e.g., monitors and keyboards)
- audio and stereo equipment
- VCRs and DVD players
- video cameras
- telephones, cellular phones and other wireless devices
- fax and copy machines
- video game consoles

The list of specific recyclable electronic wastes to be accepted at the facility shall be maintained by the Town and COMPANY based on disposal requirements at the disposal facility.

Solid Waste – Any and all putrescible and non putrescible waste generated at a residential unit including animals or portions thereof equal to or less than then (10) pounds in weight that have expired from any cause, except those slaughtered or killed for human use or consumption, every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable waste matter which is likely to attract flies or rodents), yard waste, sawdust, printed matter, paper, pasteboard, rags, used and discarded clothing and shoes, and any and all other waste materials, useless, unwanted, or discarded materials with insufficient liquid content to be free flowing that results from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, or dissolved or suspended solids in industrial waste effluents which are not acceptable for disposal in sanitary sewage treatment systems.

Special Waste – Bulky metals, electronic video devices, yard waste, waste oil, and construction/demolition (C/D) waste. Essentially all waste accepted at the Salem Transfer Station that is not considered solid waste or commingled recyclables.

State – State of New Hampshire

Town – Town of Salem

Yard Waste – means all vegetative matter resulting from residential landscaping or maintenance, including all waste wood, wood products, Christmas trees, tree and shrubbery, tree trimmings, grass, clippings, leaves, flowers, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust and straw. Stumps and brush over 4” in diameter are not disposed at the Transfer StaTION.

2. Warranties

The COMPANY will be required to warrant and guarantee to the Town that all work and services will be of good quality, responsive, and in accordance with the requirements of the Contract documents and in accordance with any federal, state or local licenses, permits, and applicable regulations and laws. All unsatisfactory, faulty, or defective work or services, and all work or services not conforming to the requirements of the Contract, applicable local, state and federal regulations and laws shall be corrected by the COMPANY at no cost to the Town.

3. Administration

The Contract shall be executed between the Town and the COMPANY. The Contract shall be administered on behalf of the Town by the Division of Public Works through the Municipal Services Department, 21 Cross Street, Salem, New Hampshire 03079, phone: 603-890-2150. The Municipal Services Director is responsible for interpreting terms, conditions, specifications, or other provisions of the Contract.

The COMPANY shall exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities. The COMPANY shall exclude from the COMPANY’S work areas all persons who have no purpose there, and shall require all persons on the sites to observe the same safety regulations as the COMPANY requires of its employees.

4. Audit of Records

The Town shall be entitled to audit records as requested by the Town which are reasonably related to amounts charged under the Contract. Company and its subcontractors shall maintain all records and other evidence pertaining to amounts invoiced the Town and shall make such records available at their respective offices at all reasonable times during the Contract Agreement period and for five (5) years from date of final payment under the Contract Agreement, for inspection by the Town, and copies thereof shall be furnished, if requested, within sixty (60) days, by the Town.

5. Record Retention

The COMPANY shall maintain all records in relation to the Contract for a period of at least five (5) years after the end of the Contract period.

6. Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by COMPANY in connection with the performance of the services contracted for herein shall become the property of the Town of Salem, and shall, upon request, be returned by the COMPANY to the Town of Salem, within sixty (60) days, at COMPANY's expense, at termination or expiration of the Contract.

7. Content of Contract/Order of Precedence

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final Contract; 2) the Request for Proposal (RFP) and addenda (if any); and 3) the COMPANYS proposal.

8. Contract Changes

No additional changes, enhancements, or modifications to any Contract resulting from this RFP shall be made without the prior written approval of the Town of Salem. Changes to the Contract include any change in: compensation; beginning/ending date of the Contract; scope of work; and/or change through the assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the Contract.

9. Force Majeure

The COMPANY or Town of Salem shall be exempted from performance under the Contract for any period that the COMPANY or Town of Salem is prevented from performing any services in whole or in part as a result of an act of God, severe weather, terrorism, strike, war, civil disturbance, epidemic or court order, provided the COMPANY or Town of Salem has prudently and promptly acted to take any and all corrective steps that the COMPANY or Town of Salem can promptly perform. Subject to this provision, such performance shall not be considered cause or grounds for termination for the Contract.

10. Taxes

The COMPANY shall pay off all taxes associated with this work. The Town will make no additional payments to cover the taxes, or increases in taxes.

11. Licenses, Permits, Regulations and Inspections

The transfer station is to be operated in full conformance with the NHDES regulations and in accordance with the requirements of the transfer station Solid Waste Facility Permit. In the event of a discrepancy between the regulations and permit, the more stringent requirements shall apply, without exception. In particular all operators shall be certified operators and have the appropriate level of training and licenses required for a Level 4 facility as defined by the New Hampshire Department of Environmental Services.

The COMPANY shall be responsible for adhering to all licenses, permits and regulations required. The COMPANY shall obtain all permits and licenses required to perform the work and fulfill the requirements of the Contract. Copies of required licenses must be provided to the Town of Salem and kept on site at scale house.

The COMPANY, through the term of the Contract, shall promptly (within 5 working days) send copies of all correspondence, related to work in this contract, sent or delivered and received from any agency of the State of New Hampshire or Federal Government to the Town. In addition, verbal citation of violation by any agency or verbal indication of citation of violation by any agency shall be immediately (within 24-hours) documented and transmitted to the Town and followed with a written explanation.

The COMPANY shall comply with all applicable regulatory requirements. The COMPANY shall perform regular inspections to ensure operations are performed in accordance with facility permits, regulations, and the Contract. The COMPANY shall maintain facility records to assist the Town in completion of reporting requirements to the New Hampshire Department of Environmental Services. The COMPANY shall, at no cost to the Town, accommodate inspections and tests by the Town, State, Federal, or other regulatory agencies to verify compliance with laws, regulations or the Contract. Absent an emergency situation, The Town shall provide twenty four (24) hour's notice for inspection of any disposal facilities owned or used by the COMPANY.

The Town, its duly authorized representative, or consultant shall have access to the work areas at all times during working hours. The COMPANY shall arrange for access of the above, when the Transfer Station site is closed.

12. Right-of-Way

The Town has the rights to the land at the Transfer Station. The COMPANY shall not enter or occupy any private property outside the limits of right-of way, unless the COMPANY has obtained proper legal access, and has furnished proof thereof to the Town prior to the act. The COMPANY shall limit his use of the Transfer Station for purposes related to this Contract. Other uses of the site shall be approved in writing by the Town. The COMPANY shall not be allowed to store any equipment that is not related to the operation of the Contract.

13. Start Date of Contract

This Contract shall be effective upon the execution by both parties and the performance of such Contract is expected to begin on **JANUARY 1, 2018.**

14. Term of Contract

The contract will be for a term of five (5) years. The Town of Salem will have the option to renew the contract for an additional 5 years, under the same terms, cost and conditions.

15. Termination

The Town may terminate the Contract for cause based upon the failure of the COMPANY to comply with the terms and/or conditions of the Contract; provided that the Town shall give the COMPANY written notice specifying the COMPANY'S failure. If within ten (10) days after receipt of such notice, the COMPANY shall not have either corrected such failure or thereafter proceeded diligently to complete such correction, then the Town may, at its option, place the COMPANY in default and the Contract shall terminate on the date specified in such notice whereupon the COMPANY will be paid only for work properly completed prior to termination less any damages or costs to the Town arising from the COMPANY'S operations or as a result of termination. Said payment, if any, will be COMPANY'S sole and exclusive remedy. . The COMPANY may exercise any rights available to it under New Hampshire Law to terminate for cause upon the failure of the Town to comply with the terms and conditions of this Contract; provided that the COMPANY shall give the Town written notice specifying the Town's failure.

16. Termination - Voluntary Town Termination

The Town may terminate any contract entered into as a result of this RFP at any time by giving sixty (60) days written notice to the COMPANY. Reasons for termination by the Town could include, but are not limited to, changes to the operations at the Town transfer station/recycling facility, changes to collection methods outside of transfer facility (off-site containers), the unavailability of funds pursuant to Section 26, or other factors as the Town determines in its best interest. The COMPANY shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily as its exclusive remedy in the event of voluntary Town termination. The termination provisions may be subject to negotiation.

17. Non-Discrimination

The COMPANY shall not discriminate against any person because of race, sex, age, creed, religion or national origin, or any other reason prohibited under federal or state law.

18. Insurance and Indemnification

The COMPANY shall not commence work under this Contract until it has obtained all insurance required by these specifications and provided the Town with a certificate of insurance for all required

insurance. The insurance requirements, indemnity provisions, and waiver provisions for all work or services for the Town of Salem shall be as follows:

Worker's Compensation	Per Statute	
General Liability		
Personal/Bodily Injury	\$ 1,000,000	per incident
	\$ 2,000,000	aggregate
Property Damage	\$ 1,000,000	per incident
	\$ 2,000,000	aggregate
Automobile Liability	\$ 1,000,000	per person
	\$ 2,000,000	each accident

The COMPANY shall name the Town of Salem, its boards, officers, agents and employees as named insured in any and all required insurance policies. The COMPANY shall not cancel any required insurance policies. The COMPANY shall not modify or replace any required insurance without thirty (30) days prior written notice to the Town.

The COMPANY agrees to indemnify and hold harmless the Town and its officers, agents and employees from and against any and all claims including but not limited to any and all claims for personal injury, death, and/or property damage which may in any way arise out of or occur during the COMPANYS performance of services under the Contract, whether such services be performed by the COMPANY or anyone directly or indirectly employed by the COMPANY or any other person or company retained in any way by the COMPANY to carry on all or a portion of the services necessary to abide by the terms of the Contract.

19. Bid Bond

The COMPANY must submit a bid bond in accordance with the provisions outlined in the Instructions to Bidders.

20. Performance and Payment Bonds

In order to insure the faithful performance of each and every condition, stipulation, and requirement of the Contract and to indemnify and save harmless the Town from any and all damages, either directly or indirectly, arising out of any failure to perform same, the successful COMPANY to whom the Contract is awarded shall furnish a Performance Bond and Payment Bond in the full amount of the Contract price.

Performance and Payment Bonds, in the forms approved by the Town must be furnished simultaneously with the delivery of the executed Contract by the COMPANY.

- a) All bonds submitted as Bid Security by a COMPANY to whom notification of an award of a contract has been given shall be executed by one or more surety companies legally authorized to do business in the State of New Hampshire. Such surety or sureties shall be satisfactory to the Town of Salem.
- b) All required Bonds shall be executed on behalf of the surety or sureties in such a manner as shall legally bind the surety or sureties. If the execution is by an attorney-in-fact, a

- power of attorney evidencing the authority of such attorney shall be attached to the Bond. Such power of attorney shall bear the same date as the Bond to which it is attached. The surety or sureties are not State of New Hampshire corporations, the power of attorney must evidence the fact that the attorney-in-fact is a resident of New Hampshire.
- c) All Bonds shall be executed by the COMPANY as principal in the manner required for execution of the BONDS.

21. Subcontracts

The COMPANY shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The Town shall consider the selected COMPANY to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

The COMPANY shall serve as the single prime COMPANY for all work performed pursuant to the Contract. That prime COMPANY shall be responsible for all deliverables in this RFP. This general requirement notwithstanding, the COMPANY may enter into subcontractor arrangements. The COMPANY may submit a proposal in response to this RFP which identifies subcontract(s) with others, provided that the COMPANY acknowledges total responsibility for the entire Contract.

The COMPANY shall not award any work to any subcontractor without prior written approval of the Town, which approval will not be given until the COMPANY submits to the Town a written statement concerning the proposed award to the subcontractor(s), which statement shall contain such information as the Town may require.

If such consent is given, the COMPANY will be permitted to sublet a portion of the work, but shall perform with the COMPANY'S own organization work amounting to at least 50 percent (50%) of the total Contract cost. An approved subcontractor shall not subcontract any portion of its authorized work.

If the COMPANY shall sublet any part of this Contract, the COMPANY shall be as fully responsible to the Town for the acts and omissions of its subcontractor, and of any persons either directly or indirectly employed by its subcontractor, as the COMPANY is for the acts and omissions of the persons directly employed by the CONTRACT himself. Information required of the COMPANY under the terms of this RFP, is also required for each subcontractor and the subcontractor must agree to be bound by the terms of the Contract. The prime COMPANY shall assume total responsibility for compliance.

22. Assignment

Neither party to this Contract shall assign or sublet its entire interest in this Contract without written consent of the other, nor shall the COMPANY assign any monies due or to become due to him under this Contract without previous written consent of the Town, nor without the consent of the Surety unless the Surety has waived its right to the notice of assignment.

24. Basis and Method of Payment

For the services required under the Terms of the Contract, the fees shall not exceed the unit cost amounts stated in the Bid Form.

The service fees provided by the COMPANY shall include all labor, equipment, collection, hauling, operation, disposal, and other related services and costs delineated in the Contract documents. There will be no adjustment in cost due to increases or decreases in disposal quantities, tipping fees, labor rates or transportation costs, except as provided by the Consumer Price Index (CPI) adjustment described in the following Section.

25. Inflation Adjustment

All unit prices bid on the form shall be applicable throughout end of year 2018. All bid prices shall be adjusted for inflation each year thereafter.

The bid price for calendar year 2019 shall be adjusted by 50 percent of the increase in the CPI-All Urban Consumers, Northeast Urban Index. Each year respectively thereafter to 2022 will be adjusted similarly as 2019 by 50 percent of the increase in the CPI-All Urban Consumers, Northeast Urban Index.

25. COMPANY's billing to Town

The COMPANY shall bill the Town for services rendered within ten (10) days following the end of the month, and the Town shall pay the COMPANY within approximately thirty (30) days from the receipt of billing. Such billing and payment shall be based on the price rates and schedules set forth in the Bid Form. The COMPANY shall submit a monthly report with each month's billing. The monthly report shall include a volume of each material handled. The accuracy of the information contained in the monthly report shall be attested by the COMPANY. The report format shall be subject to reasonable modification by the Town.

In the event of a dispute on any portion of the bill, the Town of Salem shall pay the amount not in dispute when due, and shall, within fourteen (14) days, notify the COMPANY in writing of the dispute. The notice shall identify the disputed bill, state the amount of the dispute and a description of the basis for such a dispute.

26. Ownership

Title to solid waste, comingled recyclables, C/D waste, bulky metals, recyclable electronics, and all waste managed under this Contract, shall pass to the COMPANY when placed in the collection equipment or dropped off at the Transfer Station.

28. Availability of Funds

The issuance and subsequent continuance of the Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the Salem Board of Selectmen and the Town's annual budget process. If the Town fails to appropriate sufficient monies to execute the Contract, or if such appropriation is reduced to prevent the total appropriation for a subsequent year of the Contract, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the start or continuation of the Contract, the Contract shall not be executed or it shall terminate without further expense or liability to the Town on the date of the beginning of the first fiscal year for which funds are not appropriated.

SECTION C: TRANSFER STATION OPERATIONS AND DISPOSAL SPECIFICATIONS AND PROJECT REQUIREMENTS

1. Background

1-1. Transfer of Solid Waste, Single Stream Recyclables, C/D, Bulky Metals, and Recyclable Electronics

The Town of Salem, New Hampshire (Town) owns and operates a solid waste transfer station located off Shannon Road in Salem, New Hampshire. Solid waste is delivered to the facility by both individual residents and commercial haulers providing curbside services to residences using stake body trucks or packers. Solid waste is to be loaded into containers or trailers provided by the COMPANY at the transfer station and hauled to the disposal facility per the Contract with the COMPANY.

The Salem Transfer Station accepts single stream recyclables (mixed paper, cardboard, newspaper, mixed plastic (1-7), glass, and aluminum and tin cans). These materials are managed, loaded, and transported to off-site processing facilities by the COMPANY. Approximately 2,160 tons of single stream recyclables were delivered to the transfer station in 2016. Detailed historical tonnages for single stream recyclables are presented below. Any disposal fees shall be the responsibility of the COMPANY.

The Town of Salem also accepted 47 tons of Electronic waste 2016. Universal wastes, including waste light bulbs and batteries are also managed at the Transfer Station. These materials are managed, loaded and transported to off-site processing facilities by the COMPANY. Any disposal fees shall be the responsibility of the COMPANY.

Additionally, the Town manages loose bulky metals including white goods, propane tanks, air conditioners, lawn mowers, appliances and general loose metal. The COMPANY is responsible for ensuring the metal meets the recycling facility waste acceptance criteria, which would likely include at a minimum, removing Freon, propane, and gasoline from equipment and appliances. These materials are managed, loaded and transported to off-site processing facilities by the COMPANY. All disposal fees shall be the responsibility of the COMPANY.

The COMPANY currently provides one employee necessary to inspect materials being deposited by residents, answer questions by residents and collect coupons for bulky solid waste such as furniture, and checks stickers on CRTs.

A summary of all solid waste received at the Salem Transfer Station over the last five years is presented below, in tons:

	MSW	Single Stream Recycling	Bulky Metals	CRT
2012	8,757.24	2,066.27	275.33	70.69
2013	8,146.10	2,204.96	292.48	60.48
2014	7,984.01	2,157.75	262.17	52.26
2015	7,877.15	2,076.88	341.68	58.63
2016	8,050.63	2,158.95	346.31	47.41

The Town of Salem regulations regarding the use of the transfer station are included herein as Attachment A.

1-2. Town Operations at the Transfer Station Site

The Town of Salem, through efforts of Town employees, maintains and mans the scale and scale house, controls access to the facility and keeps records of waste quantities. The Town also provides for resident drop-off of yard waste and waste oil at the site which are managed by the Town through Town forces or other separate subcontracted services. These operations will continue to be performed by the Town. The COMPANY must coordinate their work with these operations.

1-3. Solid Waste

The Town of Salem presently contracts with Waste Management for the services identified in this RFP - This contract will end December 31, 2017. Since Waste Management has expressed a potential interest in bidding on this contract, prospective bidders are cautioned not to discuss operations, costs, or bids with their staff. Operations under the new contract are expected to start on January 1, 2018.

1-4. Recycling

The Town of Salem requires recyclable materials be segregated from solid waste as they are delivered to the transfer station. The COMPANY will be responsible for separately storing single stream recyclables, metals and video display devices (including televisions and computer monitors) from solid waste and hauling and disposal of the recyclable materials to a properly licensed commercial recycling facility to be selected, provided and paid for by the COMPANY. All revenues, if any, received include revenue share of single stream recyclables and separately bulk metals in the bid.

LOADING AND HAULING SPECIFICATIONS

2. Solid Waste/Recycling Loading and Hauling

2-1. Basic Requirements

The COMPANY is to facilitate drop off of refuse and recyclables by residents and commercial haulers of residential trash picked up from residents in the Town of Salem, move or store refuse and recyclables separately on the tipping floor and load waste and recyclables into trailers or containers in the transfer station.

The COMPANY shall provide a loader and operator, and shall have access on a daily basis to a backup loader and a replacement operator to assure full time loading and hauling operations during all transfer station open hours as specified herein. Solid waste is to be hauled on a daily basis to the disposal facility.

The COMPANY shall be responsible for all electrical costs for the building, including lighting of the tipping floor area (building usage only). On average over the length of the current contract the price per month has been \$320.00.

The Town is responsible for the costs, other electric services on site including the scale/scalehouse and 24/7 lighting of disposal areas.

At the beginning of the term of this Contract, the COMPANY shall be responsible for updating signage at the residential drop-off areas to direct residents as to what materials are to be deposited at each location.

In addition, the COMPANY shall provide dumpsters and recycling totes for trash and recyclable pick-up services to the following municipal locations within the Town of Salem. The containers shall be picked up and delivered to the transfer station/recycling center by the COMPANY a minimum of once per week, or more frequently as needed.

Senior Center	6 cy MSW; 3 Recycle totes
Central Fire Department	6 cy MSW; 3 Recycle totes
Police Department	6 cy MSW; 3 Recycle totes
Public Works Department (3)	6 cy MSW; 6 cy cardboard and 2-20 cy yard metal/CD roll off; 3 Recycle totes
North Fire Station	2 cy MSW; 2 Recycle totes
South Fire Station	2 cy MSW; 2 Recycle totes
Town Hall	6 cy MSW; 4 Recycle totes
Foss School	4 cy MSW 2 Recycle totes
Michele Park (seasonal) (2)	6 cy and 4 cy plus 12 totes picked up weekly (Seasonal)
Hedgehog Park (seasonal)	6 cy MSW 2 Recycle totes
District Court	6 cy MSW 4 Recycle totes
Library	2 MSW totes & 2 Recycle totes
Palmer School	2 MSW totes
Town Forest	2 MSW totes

**** All Totes to be 96 gallon.**

The Town may request up to six (6) additional locations to be stocked and/or picked up for no additional costs

2-2. State Regulations

The transfer station is to be operated in full conformance with NHDES regulations including Env-Sw 400, Collection, Storage and Transfer Facility Requirements, and with the requirements of the transfer station Solid Waste Facility Permit. In the event of a discrepancy between these standards and this specification, the more stringent requirements shall apply, without exception. In particular all operators shall be certified operators and have the appropriate level of training and licensure required for a Level 4 facility as defined by the New Hampshire Department of Environmental Services.

2-3. Loader

The loader, if used, shall be of sufficient size and design to move and pile 30 to 70 tons per day of refuse/recyclables, to load the refuse/recyclables into open-top trailers and to compact refuse/recyclables in the trailer by pressing down with the bucket, or to compact the refuse/recyclables on the tipping floor prior to loading into the trailer. Prospective bidders are encouraged to observe the specific existing facility dimensions to confirm equipment requirements. The standard of size and quality of the loader equipment shall be a Caterpillar Model 950B with special bucket, solid fill tires and attachments, as required, to fully and efficiently perform all required operations, or equal.

2-4. Back-up Loader

A back-up loader shall be available on all working days in the event of mechanical problems with the facility loader. A space is available in the equipment proposal form to show the other uses of the back-up loader (i.e. rental unit, existing loader otherwise used by the company, etc.). The back-up loader will be available with notice of 24 hours or less.

2-5. Tractor and Trailer

A tractor of suitable size and design to haul loaded trailers shall be primarily dedicated to the Salem Transfer Station operation in such a fashion to allow the daily delivery of refuse to be hauled to the disposal facility on a daily basis. A backup tractor and container must be available on a daily basis to provide uninterrupted service, and shall be available with notice of 24 hours or less. Space is provided on the equipment proposal form to indicate other on-going uses of the proposed tractor. The road units shall be road worthy and maintained in clean and good condition.

The COMPANY shall provide a sufficient number of trailers to allow for the daily delivery of refuse to be delivered to the disposal facility generally on a daily basis. The trailers must be: compatible with the transfer station configuration, meet all requirements of the disposal facility for delivery vehicles, be self unloading, and be equipped with a tow chain and fitted with a tarp to prevent the blowing of waste. The trailers must be roadworthy, maintained in a clean condition at all times and must be painted and repainted periodically, as required, to present a reasonably neat appearance. Loaded trailers shall not exceed applicable legal load limits.

Trailers for the hauling of refuse must be 100 cy in capacity. Trailers for the hauling of single stream recyclables may be of lesser capacity if the COMPANY chooses to incur the cost of more frequent hauling, if applicable. The capacity of each proposed trailer should be indicated on the proposal form.

2-6. Hours of Operation

The Salem Transfer Station is open during the following hours. Residents are generally stopped from entry at the gate 15 minutes prior to the end of the below hours.

Tuesday through Saturday	7:00am – 3:00pm
Wednesday ONLY	7:00am – 7:00pm
Closed Sunday and Monday	
Closed on Major Holidays	

The transfer station is to be attended and operated full time during the above open hours.

The major holidays observed by the Town of Salem, NH are:

New Years Day	Independence Day	Veterans Day
Presidents Day	Labor Day	Thanksgiving Day
Memorial Day	Columbus Day	Christmas Day

Note: Depending on which day of the week traditional holidays are observed The COMPANY will be available to perform the duties of the Contract on alternate days if the above listed holidays dictate a change in schedule, as determined by the Town, to accommodate residents and haulers of residential trash. Any fees such as OT for employees will be in addition to this contract and pre approved by the Town prior to the work being performed. Back up for actual payroll cost may be required to be provided along with invoice for such extra work.

The COMPANY is responsible for confirming the days and hours that the disposal facility accepts deliveries. It should be noted that these hours are subject to change by the disposal facility and that delivery delays may be frequent. The COMPANY will be responsible for coordinating deliveries with the disposal facility and any delays that are experienced, without any additional cost to the Town of Salem.

The hauling hours from the Salem Transfer Station to the disposal facility must be approved and coordinated with the Director of Municipal Services and or his designee for Salem, NH.

2-7. Storage of Solid Waste

On a general basis, all refuse delivered to the transfer station is to be delivered daily to the disposal facility. The building and site are to be cleared of non-recyclable solid waste on a daily basis. Under no circumstances shall refuse be stored in either of the lower transfer trailer bays or otherwise in such a way that solid waste is in contact with any metal building system component. Solid waste is not to be stored outside of the building. Solid waste will be stored overnight in covered trailers outside the building only to the extent required by peak-day deliveries.

Solid waste may be stored on-site in covered trailers for periods not exceeding 24 hours, except on Sundays or holidays. Waste accumulated on Saturday after the last trailer leaves for the disposal facility shall be stored in a covered trailer within the transfer station for delivery to the disposal facility on Tuesday morning. In the event of a disposal facility holiday which is not observed by Salem, the COMPANY shall fill all available covered open-top trailers and shall store additional waste overnight on the tipping floor only as required. Storage of waste on the tipping floor overnight is otherwise not acceptable.

2-8. Site Clean-up

The COMPANY shall operate the transfer station and pick up litter on a daily basis such that at the end of each working day, there is no visible litter within 500 feet of the transfer station building. The COMPANY employee assigned to ground operations shall assist the Town employee with litter debris pick up within 500 feet of the transfer station building at all times during the mowing season.

2-9. Damage to the Building

Prior to the start of operations under this contract, a video tape of the condition of the existing structure will be made by the Town of Salem and separately by the COMPANY with a copy given to the Town of Salem. The COMPANY will not be responsible for the condition of the structure as of the start of operations. However, any damage to the metal building system or concrete components

incurred by the COMPANY after start of operations under this contract shall be repaired by the COMPANY to at least pre-existing conditions and to the satisfaction of the Town of Salem, at no cost to the Town of Salem, and in a reasonable period of time, not exceeding thirty (30) days.

2-10. Prohibited Waste Delivery

The COMPANY shall not be allowed to do any of the following:

- a.) Use the transfer station for waste generated outside of Salem or for commercial waste.
- b.) Deliver waste from outside Salem or commercial waste from Salem to the disposal facility and report such waste as being from Salem, or;
- c.) Use the Town's special waste operations for any purpose for disposal of waste from outside Salem.

The Town of Salem controls access to the site.

2-11. Inspection of Materials and Rejection of Waste by the Disposal Facility

The COMPANY shall be responsible for inspection of wastes as they are dropped off at the facility and for notifying users of unacceptable materials. The COMPANY shall be responsible for managing unacceptable waste both later discovered at the Salem Transfer Station and at the receiving facility. Should the COMPANY identify unacceptable wastes, they shall segregate the materials and where possible, direct the entity that deposited the material to remove the material. Should the disposal facility reject a waste shipment because of nonconformance with the disposal facility's waste acceptance criteria (i.e., waste contains asbestos, hazardous waste, recyclable materials), the COMPANY shall segregate wastes, as necessary, so that the load is acceptable and dispose of the unacceptable waste.. If segregation is not possible, the COMPANY shall dispose of the waste at an alternate facility capable of accepting such wastes.

If it is determined by the Town and the COMPANY that the origin of the unacceptable waste cannot be determined, the Town will be responsible for the unacceptable waste's disposal costs. The COMPANY shall coordinate with the Town immediately upon notification of the unacceptable waste, including where the unacceptable waste will be disposed and disposal costs.

2-12. Site Access Outside of Operating Hours

The COMPANY will have access to the site for work 30 minutes before and after all open hours and for hauling of accumulated refuse on Tuesday. Additional access hours can be arranged with the approval of the Municipal Services Department.

2-13. Measurement and Payment – Loading and Hauling of MSW and Transfer Station Operations

Payment of the bid price indicated under Bid item #1 shall constitute full compensation for all labor, materials, equipment, supplies, bonds, insurance, overhead and all other costs incurred by the COMPANY to provide the services outlined under this Section. The payment for loading and hauling shall be for the measured number of tons of MSW hauled from the Salem Transfer Station to the disposal facility at the agreed upon rate per ton.

All tractors and trailers utilized in this operation shall be weighed empty and the tare weight documented. All solid waste tonnage shall be determined by subtracting the tare weight from the

gross weight when transporting refuse and compared to and verified by tipping slips received from the disposal facility.

Bid Item #1 shall also include costs for all aspects of managing the Salem Transfer Station including supplying and disposal of MSW from dumpsters and supplying of and disposal of 96 gallon Totes (recyclables) at the municipal facilities listed in Section C.2-1., maintenance of all proposed equipment, site cleanup of the transfer station grounds, cost of main building electrical costs at the transfer station, and all other items where not covered by other bid items. This will also include at a minimum, management, hauling and disposal/recycling of electronic recyclables (including televisions, computer monitors/displays, liquid crystal displays and plasma screens) and universal wastes such as batteries and light bulbs.

3. Loading, Hauling and Management of Single Stream Recyclables.

3-1. General

The COMPANY shall inspect, provide containers for, load, haul, and pay for disposal of all single stream recyclables, including transfer to a permitted recycling facility, including the following activities:

- a.) Inspection and storage of resident and commercial hauler delivered single stream recyclables;
- b.) Inspection of commercial hauler delivered refuse to confirm recycling participation;
- c.) Storage of up to, but no more than, 100 cubic yards at any time of recyclables on the tipping floor; No single stream recyclables are to be left on floor overnight. Single stream recyclables must be loaded and stored in covered trailers parked outside main building;
- d.) Loading and hauling of single stream recyclables when a full load is accumulated, including providing the loader, tractor and trailers required to do so.

3-2. Municipal Recycling Facility (MRF)

The COMPANY shall deliver recyclable materials to a MRF of their choice provided the MRF is properly licensed, permitted and operated within the requirements of state and federal laws, rules and regulations or other governing provisions. The COMPANY shall, within 45 days of delivery, provide the Town of Salem New Hampshire with a copy of the weight slips and/or invoices for each delivery to the MRF. These copies must indicate the quantities delivered and the amount charged or paid (if applicable) by the COMPANY to the MRF. For ease of transmittal, these documents may be consolidated and forwarded to the Town on a monthly basis.

Should the COMPANY change the MRF used, there will be no increase in charge to the TOWN as a consequence to the change.

The COMPANY shall provide specific information for acceptable and non-acceptable materials for single stream recycling and shall coordinate with the Town in disseminating this information to residents and commercial haulers. In the event that recyclable materials are rejected at the MRF, the COMPANY shall be responsible for transporting and disposing of such rejected materials at the COMPANY'S expense.

3-3. Materials Recycling Facility Processing Costs

The COMPANY will be responsible for all costs of loading, hauling, processing and disposing of the commingled bottles and cans, cardboard and paper, and newsprint (single stream). All revenues received there from shall also accrue to the COMPANY minus revenue sharing. The COMPANY shall have title to all recyclable materials upon deposit in the transfer station.

3-4. Measurement and Payment – Loading, Hauling and Management of Single Stream Recyclables

The bid price per ton for Bid Item #2 shall constitute full compensation for all labor, material, equipment, insurances, bonds, overhead and all other costs for the inspection, loading, hauling, processing and disposal of single stream recyclable materials.

In addition the Town shall receive a revenue share of 50% of the #8 news value over \$80/ton.

4. Loading and Hauling of Bulky Metals

4-1. General

The facility includes a drop-off area for bulky metals at an on-site location near the transfer station. At this location, residents place bulky metal items on a concrete pad outside.

The COMPANY is responsible for inspecting the accumulated metals and other materials, providing roll on/roll off containers, placing the metals and other materials in the containers at the end of each operating day such that no wastes remain on the ground beyond the area strictly designated for managing metals, and transporting and properly disposing of the accumulated materials. Title to the waste passes to the COMPANY upon delivery to the transfer station, and revenues, if any, from the sale or disposal of the materials accrue to the COMPANY.

Materials managed under this item include mixed bulky metals (including but not limited to A/C units, refrigerators propane tanks, etc.).

4-2. Measurement and Payment – Bid Item #3 – Loading, Hauling and Management of Bulky Metals

The unit price cost (or revenue) per ton bid in item #3 shall constitute full compensation for the inspection, loading, hauling, and disposal of bulky metals shall also include any management to meet applicable transportation and disposal facility requirements such as removing Freon, propane, and other gases and/or liquids from waste metal.

Due to the potential for periodic variations in recycling markets, the Town is interested in receiving a revenue sharing for bulky metals. Revenue sharing structures are encouraged, but not required, to be tied to a common materials value index such as the Steel Index and/or other similar regularly published indices approved by the Town.

The Town seeks a 100% revenue share – state minimum dollars per ton.

4. Loading, Hauling, Processing, and Disposal of Recyclable Electronics

4-1. General

The facility includes a drop-off area for recyclable electronics at an on-site location near the transfer station. At this location, residents place electronics marked with stickers purchased by residents at Town Hall to be identified by the grounds operation employee of the COMPANY.

The COMPANY is responsible for inspecting the items. Recyclable electronics refers to electronic products that are discarded by consumers. These include but are not limited to a wide range of items, such as televisions and computer monitors, computers and computer peripherals (e.g., monitors and keyboards), audio and stereo equipment, VCRs and DVD players, video cameras, telephones, cellular phones and other wireless devices, fax and copy machines, and video game consoles.

4-2. Measurement and Payment – Bid Item #4 – Loading, Hauling and Management of Recyclable Electronics

The unit price cost per ton for bid in item #4 shall constitute full compensation for the inspection, loading, hauling, and recycling of electronics including any additional management needed to meet applicable means to properly dispose.

Town of Salem, NH
TRANSFER STATION OPERATIONS AND DISPOSAL
BID FORM

Corporation: _____
Address: _____
City/State: _____

Five Year Contract (Out years per negotiations)

For description of the work and the bid items, see attached specifications and measurement and payment section.

SALEM NH TRANSFER STATION OPERATIONS BID ITEMS

1. LOADING, HAULING, PROCESSING AND DISPOSAL OF SOLID WASTE

\$ _____ dollars and
(words)
\$ _____ cents per ton
(words)
\$ _____ dollars per ton
(figures)

2. LOADING, HAULING, PROCESSING AND DISPOSAL OF SINGLE STREAM RECYCLABLES

\$ _____ dollars and
(words)
\$ _____ cents per ton
(words)
\$ _____ dollars per ton
(figures)

**REVENUE SHARING: The Town shall receive a revenue share of 50% of the #8 news value over \$80/ton.*

3. LOADING, HAULING, PROCESSING AND DISPOSAL OF BULKY METALS

\$ _____ dollars and
(words)
\$ _____ cents per ton
(words)
\$ _____ dollars per ton
(figures)

**REVENUE SHARING: The Town seeks a 100% revenue share – state minimum dollars per ton below.*

\$ _____ dollars and
(words)
\$ _____ cents per ton
(words)
\$ _____ dollars per ton

4. **LOADING, HAULING, PROCESSING AND DISPOSAL OF RECYCLABLE ELECTRONICS**

\$ _____ dollars and
(words)
\$ _____ cents per ton
(words)
\$ _____ dollars per ton

NOTE: UNBALANCED BIDS MAY BE CAUSE FOR BID REJECTION.

In presenting the foregoing Bid the COMPANY declares that:

1. The only parties interested in the Bid as Principals are named herein;
2. This Proposal is made without collusion with any other person, firm, or corporation;
3. The proposer has not communicated in any way with other proposers since the issuance date of this Request for Bids;
4. No officer, agent, or employee of the Town is directly or indirectly interested in this Bid;
5. He/She has carefully examined the site 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 he has carefully read and examined the Specification and other Contract Documents herein referred to and knows and understands the terms and provisions thereof;
6. He/She understands the work included in the Proposal item on the Bid Sheet as defined by the Specifications and as interpreted by the Town;
7. He/She understands that the Town reserves the right to reject any and all bids and to waive any informalities in the bidding, and to accept the Proposal deemed to be in the best interest of the Town;
8. He/She agrees that his/her bid may not be withdrawn for a period of one-hundred eighty (180) calendar days after the scheduled closing time for receiving bids. The COMPANY further understands that he/she will forfeit the Bid Security in the event that he is unable or unwilling to execute and deliver the Contract and Bonds required within ten (10) days after receiving notice of the acceptance of his/her proposal from the Town;
9. He/She understands that the estimated quantities of work to be done and materials to be furnished in this Bid are given for use in comparing bids. The right is especially reserved by the Owner to increase or diminish them as may be deemed necessary or desirable to complete the work intended by the Contract. Such increases or reductions shall in no way invalidate this Contract, nor shall any such increases or reductions give cause for liability for damages.

Respectfully submitted,

Corporation: _____

Address: _____

Typed Name and Title: _____

Signature: _____

Date: _____

(Seal - if bid is by a corporation)

Attest

EQUIPMENT PROPOSAL FORM

Corporation: _____
Address: _____
City/State: _____

PROPOSED EQUIPMENT

Equipment	Make	Model	Year	Capacity or Attachments	Present or Other Uses of Equipment
Loader					
Back-up Loader					
Tractor Trailer					
Back-up Tractor Trailer					
Open Top Trailer #1					
Open Top Trailer #2					
Open Top Trailer #3					
Open Top Trailer #4					
Recyclables Containers					
C/D Waste Containers					

Please note any other equipment proposed:

Note: Attach Company experience and financial statement as requested under Information to Bidders

Signature

Name and Title

Date

ATTACHMENT A

REGULATIONS FOR TOWN OF SALEM SOLID WASTE FACILITY