

TOWN OF FREEDOM, NEW HAMPSHIRE REQUEST FOR PROPOSAL

TRANSPORTATION AND DISPOSAL OF MUNICIPAL SOLID WASTE

The Town of Freedom is seeking proposals from qualified Vendors to provide transportation, disposal, and/or recycling services for Municipal Solid Waste (MSW), Construction and Demolition Debris (Demo Debris), Bulky Items and Single Stream Recyclables.

The Vendor must be qualified and licensed to service solid waste transfer stations in accordance with applicable Federal, State and local laws and must be willing to enter into a contract that will expire no sooner than December 31, 2025.

Proposals shall be sealed and clearly marked "Solid Waste Proposal". The Town is requesting 6 copies of the proposal for review by the Selectmen, Town Administrator and Transfer Station Manager. Proposals can be delivered to the Freedom Town Office at 33 Old Portland Road or mailed to P.O. Box 227, Freedom, NH 03836. Proposals will be accepted until noon on Monday, October 17, 2022 and will be opened that evening at the regular weekly meeting of the Board of Selectmen. The Selectmen anticipate awarding the contract at this meeting. The Town of Freedom reserves the right to accept or reject any and all proposals. A certificate of insurance will be required prior to commencement of services.

The Vendor must be willing to enter into a contract to provide services in accordance with the following conditions:

TERM

The term of this Agreement shall be for a period of three years beginning January 1, 2023 and ending no sooner than December 31, 2025.

TRANSPORTATION AND DISPOSAL SERVICES

The Vendor shall provide the expertise, labor and equipment necessary to haul loaded roll-off containers or other receptacles to an approved disposal facility and/or processing facility on an on-call or scheduled basis as requested by the Town. The Vendor must perform within twenty-four hours of a request for hauling, except on scheduled holidays or other days when the Vendor is normally closed for business.

RATES

Transportation:

MSW	\$/single-haul; \$/tandem-haul
Construction and Demolition Debris	\$/single-haul; \$/tandem-haul
Single Stream Recyclables	\$/single-haul; \$/tandem-haul

Disposal:

Rates:

MSW	\$_____/ton
Construction and Demolition Debris	\$_____/ton
Single Stream Recyclables	\$_____/ton

EQUIPMENT

Vendor’s equipment shall be designed for the collection and transportation of materials collected at the Freedom Transfer Station. All roll-off containers used to haul construction and demolition debris and bulky items shall have a capacity of 40 cubic yards, unless otherwise specified by the Town. Compactor bins shall have a capacity of 50 cubic yards unless otherwise specified by the Town. Vehicles shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have the Vendor’s name and phone number clearly visible on each side.

REPORTING

The Vendor shall provide a monthly report at the same time as the invoice.

PERMITS AND LICENSES

The Vendor, at its sole cost and expense, shall maintain throughout the term of this Agreement, all State, Federal and Local permits, licenses and approvals required for the Vendor to perform the work and services described herein.

COMPLIANCE WITH LAWS AND REGULATIONS

The Vendor agrees that in the performance of work and services under this Agreement, the Vendor will comply with any and all federal, state and local laws and regulations now in effect, or hereafter enacted during the term of this Agreement, which are applicable to the vendor, its employees and agents with respect to the delivery of services described herein.

INDEPENDENT VENDOR

The Vendor shall perform all work and services described herein as an independent Vendor and not as an officer, agent, servant, or employee of the Town. The Vendor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and nothing herein shall be construed as creating a partnership or joint venture between the Town and the Vendor. No person performing any of the work or services described herein shall be considered an officer, agent, servant, or employee of the Town and no such person shall be entitled to any of the benefits available or granted to employees of the Town.

INDEMNIFICATION

The Vendor agrees to indemnify, save harmless and defend the Town from and against any and all liabilities, claims, penalties, forfeiture, suits and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any violation of governmental laws, regulations, or orders to the extent caused by Vendor's employees, or its agents in the performance of this Agreement.

The Town agrees to indemnify, save harmless and defend the Vendor from and against any and all liabilities, claims, penalties, forfeiture, suits and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage or any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations, or orders to the extent caused by the Town's breach of any term of or provision of this Agreement, or any negligent act or omission, or act of willful misconduct by the Town or its employees in the performance of this Agreement.

INSURANCE

Vendors shall obtain and maintain insurance throughout the term of this Agreement, at Vendor's sole cost and expense, not less than the insurance coverage set forth below.

Coverage	Limits of Liability
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
Personal/Bodily Injury Liability	\$2,000,000 Combined Single Limit
Property Damage Liability	\$2,000,000 Combined Single Limit
Automobile Bodily Injury	\$5,000,000 Combined Single Limit
Automobile Property Damage	\$5,000,000 Combined Single Limit

TERMINATION

- a) In the event the Vendor materially defaults in the performance of any of the material covenants or agreements to be kept, done, or performed by it under the terms of this agreement, the Town shall notify the Vendor in writing of the nature of such default. Within twenty (20) days following such notice:
 - (1) The Vendor shall correct the default: or
 - (2) In the event of a default not capable of being corrected within twenty (20) days, the Vendor shall commence correcting the default within twenty (20) days of the Town's notification thereof, and thereafter corrects the default with due diligence.
- b) If the Vendor fails to correct the default as provided above, the Town, without further notice, shall have all of the following rights and remedies which the Town may exercise:
 - (1) The right to declare that this Agreement together with all rights granted to the Vendor hereunder are terminated, effective upon such date and the Town shall designate. The Town shall make payment of all monies due through the termination date; and
 - (2) The right to license others to perform the services otherwise to be performed by the Vendor, by mutual consent of the parties, or to perform such services itself.
- c) Items (a) and (b) above notwithstanding, either party may terminate this agreement for any reason with 90 days written notice to the other party.
- d) In the event an Annual or Special Town Meeting fails, neglects, or refuses to raise and appropriate the funds necessary to make payments for services rendered under this Agreement, the Town may terminate this Agreement upon providing not less than 90 days notice to Vendor.

DEFINITIONS

“Acceptable Waste” means Municipal Solid Waste and Construction/Demolition Debris. However, in no event shall Acceptable Waste mean or include Unacceptable Waste.

“Municipal Solid Waste” means garbage, refuse, other discarded material or waste, including solid materials resulting from the operation of residential, commercial or institutional establishments and from community activities. However, in no event shall Municipal Solid Waste mean or include Unacceptable Waste.

“Construction and Demolition Debris” means non-hazardous solid waste, free of asbestos, generated from the construction and/or demolition of buildings, structures, roadways, etc. These wastes typically include lumber, sheetrock, plaster, brick, mortar, concrete, glass, insulation and the like.

“Bulky Waste” means mattresses, box springs, couches, upholstered furniture, carpeting and the like.

“Unacceptable Waste” means: a) any material that by reason of its composition characteristics or quantity is ineligible for disposal at the landfill; b) hazardous, toxic radioactive, hospital or laboratory wastes or substances as defined by applicable federal, state, or local laws or regulations; c) any other material that PTL reasonable concludes would require special handling or present an endangerment to landfill, the public health or safety, or the environment.

“Recyclables” means non-contaminated acceptable household commodities. Under the current Single Stream Recycling Program, these commodities include corrugated cardboard, newspapers/magazines, mixed office paper, #1-#7 plastics, tin/aluminum, glass and rigid plastics.