



Town of Gilford

TRANSPORTATION OF SOLID WASTE MATERIALS

The Department of Public Works of the Town of Gilford, New Hampshire wishes to solicit bid proposals for the transportation of solid waste materials from the Gilford Solid Waste Center. A detailed package with information on project delivery, conditions thereof, and bid forms, is available at www.gilfordnh.org (Find It Fast - RFPs) or at the DPW office during normal business hours. Proposals will be received no later than November 18th 2022 (1:00 pm).

The Town of Gilford reserves the right to accept or reject any and/or all proposals or any part thereof, to waive any formality in the proposal process and to accept the proposal considered to be in the best interest of the Town. Failure to submit all information called for may be sufficient grounds for disqualification.

Please direct all questions concerning this proposal to:

Bruce Hewitt

Solid Waste Supervisor

recycle@gilfordnh.org



**TOWN OF GILFORD, NH
REQUEST FOR BIDS
TRANSPORTATION OF SOLID WASTE MATERIALS
JANUARY 1, 2023 - DECEMBER 31, 2025**

The Town of Gilford is soliciting sealed bids from qualified vendors for the transportation of municipal solid waste materials from the Gilford Solid Waste Center located at 100 Recycle Way in Gilford, NH.

More specifically, the Town's waste disposal transportation needs are as follows:

1. Household Trash

The vendor will be required to haul compacted waste that is stored in 40 yard, enclosed containers from the Town's Solid Waste Center to the Wheelabrator Concord Incinerator in Penacook, NH. The Town will be responsible for paying the vendor per haul for trucking costs only.

2. Construction & Demolition Debris

The vendor will be required to provide two 40 yard open top containers and to transport containers upon request of the Town to an off-site, duly permitted disposal facility in compliance with all applicable state and federal regulatory requirements. The Town will be responsible for paying the vendor per haul for trucking costs and disposal (tipping) fees based upon tonnage in addition to whatever fees may be applicable for the containers on a monthly basis.

General Information:

A. The Town of Gilford is a member of the Concord Regional Solid Waste Resource Recovery Cooperative, (CRSWRRC). As such, the Town has a contractual obligation for disposal of household trash at a guaranteed fixed rate (tipping fee per ton). The transportation vendor will only be responsible for delivering and emptying the Town's household trash containers, and then returning the empty container to the Town. The Town owns the containers to be used for these materials.

B. The Gilford Solid Waste Center is open to the public on Tuesdays-Saturdays, from 8am until 4:00pm. The transportation vendor will be provided with a gate key to access the containers as needed. **The vendor will be required to remove and return the containers within 24 hours upon request of the Town.**

C. It is estimated the Town will be processing approximately **1,200 tons** of household trash per year and **600 tons** of demolition debris, but the actual quantities may vary due to limited historic data from the facility. Accordingly, the Town cannot make any guarantees as to quantities or frequency of trips.

D. The vendor will be responsible for covering all loads in accordance with applicable highway and waste disposal regulations. Notwithstanding the Town's obligation to pay the transportation and other fees upon mutual agreement of the parties, the Town (including its agents and employees) assumes no additional responsibility or liability associated with the transportation of waste materials except in the case of gross malfeasance or negligence.

E. In the event that a receiving facility should reject a Town load due to the presence of hazardous waste or other unacceptable contaminants, the vendor shall promptly notify the Town so that mutually acceptable arrangements can be made for the safe and legal disposal of the waste products. If an alternative disposal solution cannot be found to the satisfaction of both parties, the load shall be returned to the Town and the Town shall remain responsible for the hauling fee. The Town shall exercise its best reasonable efforts to ensure that no load contains hazardous waste or other unacceptable contaminants.

F. The vendor shall be responsible for the cost of repairs/replacements to any Town property that is damaged by its agents to the satisfaction of the Town. The Town shall be responsible for any damages caused to the property of the vendor by its agents. The parties agree to work cooperatively in the event of any damages caused by a third party.

G. The project manager for the Town on all solid waste matters related to these services shall be Bruce Hewitt, Solid Waste Superintendent. Any questions about the project specifications or bidding should be directed to him at 603-293-0220 or recycle@gilfordnh.org by no later than November 7th, 2022 at 12pm. An addendum will be issued if needed by Friday November 11th, 2022 at 5pm.

H. All bids must be submitted in a sealed envelope that is clearly marked "**SEALED BID – TRANSPORTATION OF SOLID WASTE MATERIALS**" by 1pm, Thursday, November 18, at which time they shall be publicly opened at the Gilford Department of Public Works, 55 Cherry Valley Road, Gilford NH 03249. Faxed bids or emailed bids will not be accepted. Bids must be on company letterhead clearly stating all pricing, exclusions and special circumstances. The Town would prefer to receive bids that do not include a fuel escalation clause, however, any such bid that does have an escalator clause shall clearly identify all triggers, factors, variables and applicable pricing impacts.

I. It is anticipated an acceptance of the bid and award of a contract will be made by the Gilford Board of Selectmen during a duly posted, public meeting held on December 14, 2022. Upon notice of award, the successful bidder must provide the Town with proof of insurance in the form of a certificate that names the Town of Gilford as additional insured and such coverage must remain in effect at all times throughout the contract period.

J. Under no circumstances shall the successful bidder subcontract any portion of the work or assign the transportation agreement contract to a third party without the expressed written consent of the Town.

K. The transportation agreement shall be for a three year term beginning January 1, 2023 and ending December 31, 2025. The parties may extend the term upon mutual agreement in writing.

L. The Town shall pay the vendor upon receipt of all weight tickets and a monthly invoice net 30 days. Thereafter, the vendor may charge interest not to exceed 2% of the outstanding amount due. Invoices shall include, at a minimum, the date services were provided, time of pick-up, time of return and tonnage slips.

M. In the event the Town is of the opinion the vendor has not complied with the terms of this Request for Bids and the bid documents, the Town shall provide written notice to the vendor of its dissatisfaction with a 14 day window to correct the situation; and may thereafter provide written notice of its intention to terminate the transportation agreement after 30 days if the conditions resulting in the breach have not been corrected to the Town's satisfaction.

N. The Board of Selectmen reserves the right, at their sole discretion, to reject any and all bids, wholly or in part, to waive any informalities or any irregularities therein, to accept any bid even though it may not be the lowest bid, to call for rebids, to negotiate with any bidder, and to make an award which in its sole and absolute judgment will best serve the Town's interest.

O. The Town is not responsible for any costs incurred by any bidder that are associated with the submission of a bid.

P. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work; and that the bidder is competing solely on his/her behalf without connection with or obligation to any undisclosed person or firm.

Q. The performance of and obligations under the transportation agreement, except for the payment of money for services already rendered, may be suspended or terminated by either party in the event the transportation and/or disposal of waste products are prevented by cause or causes beyond the reasonable control of either party. Such causes may include acts of God, acts of war, riot, floods, fire, explosion, accident, floods, sabotage, lack of adequate fuel, lack of adequate power, changes in governmental regulations, revocation of permits, public outcry, national defense requirements, injunctions or restraining orders, or other unforeseen events which cannot be reasonably rectified.

BUSINESS INFORMATION & PROPOSAL SHEET:

Name: _____

Principal Office Address: _____

Phone Number: _____

Fax Number: _____

Name of Person Completing Proposal: _____
(PRINT)

Signature of Authorized Agent for Company: _____

Contract Year	\$/Trash Haul	\$/Demo Haul	Demo \$/ton	\$/Upcharge for weekend hauls	\$/Addtl 30 yd container
2022					
2023					
2024					

The Board of Selectmen for the Town of Gilford reserves the right to accept or reject any and all proposals deemed in their sole judgement, to be in the best interest of the Town.