

## Trash Disposal & Recycling Services, FY 2023-2025

### ***NEWMARKET SCHOOL DISTRICT REQUEST FOR PROPOSAL***

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#### **Trash Disposal & Recycling Services, FY 2023 -2025**

**DEADLINE FOR RECEIPT OF PROPOSALS:**     **June 8, 2022   3:00 PM**

**LOCATION OF NES:**

**243 Main Street  
Newmarket, NH 03857**

**LOCATION OF NJSHS:**

**213 South Main Street  
Newmarket, NH 03875**

**PROPOSAL SUBMITTAL ADDRESS:**

**Newmarket School District  
School Administrative Unit # 31  
Attn: Janna Mellon, Business Administrator  
186A Main Street  
Newmarket, NH 03857**

School Administrative Unit #31- Newmarket School District ("District") is issuing this request for proposals ("RFP"), for the purpose of obtaining Proposals from qualified Contractors ("Contractors") for Trash-Recycling Services, FY2023 -2025 . **The term of the agreement shall be for a three-year (3 year) period: July 1, 2022 - June 30, 2025.**

#### **TERMS AND CONDITIONS:**

1. **BID ACCEPTANCE:** The Newmarket School District reserves the right to accept or reject any and all bids or proposals received or any parts thereof for any reason whatsoever, to waive any informalities in any bid or proposal or in any provision in the request for bids or proposals, to negotiate with any or all proposers, to require a modification of the RFP at any time, and to select the proposer whom, the District, in its sole discretion determines is in the best interests of the District even though the proposer may not submit the lowest bid or proposal. Under no circumstances will the District be responsible for the cost of preparing any bid or proposal.
2. **FINAL BID PRICE:** If the bidder has any special payment or delivery clauses which could affect the final delivery price of an item or service for bid, that too shall be made part of the bid. If, however, this is not included in the bid, the bidder will be solely responsible for any increased prices due to any circumstances.
3. **NON-TRANSFERRING OF AWARD:** No bidder will be allowed to assign the contract.
4. **LATE PROPOSAL/BIDS:** SEALED PAPER BIDS or emailed bids will be accepted. ***No late bids will be accepted after 3:00 pm June 8, 2022.*** Any bids received after the specified date and time will not be considered, nor will late bids be opened.

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**For all emailed bids:** Please submit emailed bid packets to Janna Mellon at [mellonj@newmarket.k12.nh.us](mailto:mellonj@newmarket.k12.nh.us). ***NOTE: It is the responsibility of the bidder to confirm receipt of an emailed bid.*** To ensure that a bid submitted via email is received prior to the deadline for submittals and avoid any potential issues with email filtering, please contact Janna Mellon, Business Administrator, **prior to June 8, 2022, 3:00 pm** via phone at 603-292-7984 or via email at [mellonj@newmarket.k12.nh.us](mailto:mellonj@newmarket.k12.nh.us).

5. **PAYMENT TERMS:** SAU 31-Newmarket School District will pay the selected Contractor within thirty (30) days following receipt of invoices.
6. **WITHDRAWAL OF BIDS/PROPOSALS:** Proposals may be withdrawn prior to the opening date and time upon written request of the Bidder. Negligence on the part of the Bidder in preparing his/her proposal shall not constitute a right to withdraw a bid subsequent to the bid opening.
7. **PRICING:** Unless otherwise specified, all prices listed are firm for the term of the contract. All prices should include all labor and material costs, and any discounts offered.
8. **BID RESULTS:** The SAU Business Office will not respond to phone inquiries for bid results. Individuals or company representatives may attend a bid opening which is open to all interested parties or by emailing for a summary of the bids. Bid award results will only be released to parties via email once the Newmarket School Board has been notified and awarded the bid. The bids and proposals are governmental records and shall be available to the public under the Right-to-Know Law. The District will not accept bids or proposals marked confidential in whole or in part. All concepts, information, and cost savings alternatives presented by the Bidder during the bid selection process shall become the property of the District and shall thereafter be used at the District's sole discretion. The District shall own all instruments of service.
9. **CONTRACT REQUIREMENTS:**
  - (a) The selection of the Contractor is conditioned upon the Contractor executing an agreement acceptable to the District. In the event the District cannot reach an agreement with the apparently selected Contractor to the District's satisfaction, the District reserves the right to terminate negotiations with no obligation to the apparently selected Contractor and to enter into any agreement with any other party of the District's choosing.
  - (b) The District may at any time terminate the services and/or contract with the Contractor for the District's convenience and without cause. In the case of such termination for the District's convenience, the Contractor shall be entitled to receive payment from the District limited to actual documented expenses of the Contractor as of the termination date as its sole remedy. In no event will the District be responsible for lost profits, compensatory or other consequential damages.
  - (c) To the fullest extent permitted by law, Contractor shall indemnify and hold harmless SAU 31-Newmarket School District, and the District's officials, agents, employees, and volunteers or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys fees arising out of or resulting from performance of the work provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property caused by the negligent and intentional acts or omissions of Contractor, a subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part or by a party indemnified hereunder. The indemnification provision shall survive termination or expiration of this agreement.
  - (d) The guaranteed maximum price shall not be exceeded under any circumstances unless the District gives prior written approval to the work and the additional cost of the work prior to the work being undertaken that would form the basis of Contractor's claim to an additional amount over the guaranteed maximum price.

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- (e) Changes in the scope of the work shall be accomplished only by mutual agreement and shall be fully executed as an addendum to the original agreement. Accordingly, no course of conduct or dealings between the parties, nor any expressed or implied acceptance of alterations to the original scope of work and no claim that the District has been unjustly enriched by any alterations or additions to the work whether or not there is, in fact, any unjust enrichment to the work shall be the basis of the claim to an increase in the amounts due.
10. **NON-APPROPRIATION CLAUSE:** Multi-year contracts entered as a result of this RFP require a non-appropriation clause.
  11. **INSURANCE:** The selected Contractor awarded the bid will be required to submit a certificate of insurance and policy endorsements naming the SAU 31-Newmarket School District as additional insured. Said certificate of insurance must have a minimum liability limit of \$1,000,000.00 for Comprehensive General Liability Combined Single Limit and workers' compensation coverage in accordance with NH State law. The Contractor shall procure and maintain for the duration of this project Workmen's Compensation Insurance as required by State Law for all employees that are engaging in any work at the project site, whether directly employed or subcontracting associates. The Contractor shall provide builders risk insurance. Upon award of the bid, Contractor will furnish a current Certificate of Insurance to the SAU Business Office no later than 5 business days of receiving notification of bid award, and ***prior to the commencement of any work being performed***. The Newmarket School District shall be named an Additional Insured on the Certificate of Insurance and policy endorsements.
  12. All quotations must be signed by an authorized representative of the Contractor.
  13. Should a Contractor find discrepancies in or omissions from the specifications, or should he/she be in doubt as to their meaning, the Contractor shall at once notify the DISTRICT, who will send written instructions to all Contractors. The District will not be responsible for any oral instructions or addendums.
  14. Proposals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to meet the requirements of the RFP.
  15. All work in the District must meet the requirements of all applicable town, local and state codes, laws and ordinances, permits, in addition to any technical societies referenced herein. Contractor shall obtain all required permits and provide copies of the permits to the District if needed.
  16. All questions during the bidding period should be directed to David Reilly, Facilities Director. Questions should be submitted by email and will be shared with all potential bidders. Email: [reillyd@newmarket.k12.nh.us](mailto:reillyd@newmarket.k12.nh.us). Please copy Janna Mellon, Business Administrator at [mellonj@newmarket.k12.nh.us](mailto:mellonj@newmarket.k12.nh.us). Last opportunity to submit questions shall be Monday, June 6, 2022 by 3pm.
  17. Proposal due date is Wednesday, June 8, 2022 by 3pm. Proposals should be submitted to Janna Mellon, Business Administrator at 186A South Main Street, Newmarket, NH or via email to [mellonj@newmarket.k12.nh.us](mailto:mellonj@newmarket.k12.nh.us). Please reference **Trash and Recycling Services, 2023** on the sealed bid envelope, or if submitted via email, please see additional requirements outlined in bullet point #4 above.
  18. The District's decision with regard to the selection of the Contractor shall be considered final.
  19. The District reserves the right to investigate the financial responsibility of any and all submitters to determine the ability of the firm and/or individual to assure services throughout the term of the project and to provide insurance that will be required by the District.
  20. **PAYMENT AND PERFORMANCE BONDS:** The Newmarket School District requires Payment and Performance Bonds for projects that are over \$125,000.00 be supplied to the SAU Business Office, prior to commencing work.

### **Services scope and general services requirements:**

1. **Newmarket Elementary School:**
  - a. 1 Ten-yard dumpster for trash

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- b. 1 Eight-yard dumpster for recycling
- 2. Newmarket JR/SR High School:**
- a. 1 Ten-yard dumpster for trash
  - b. 1 Eight-yard dumpster for recycling
- 3. Trash dumpsters are to be emptied twice weekly while school is in session (September-June).
  - 4. Recycling dumpsters are to be emptied once weekly while school is in session (September-June).
  - 5. Trash dumpsters are to be emptied once weekly while school is NOT in session (July-August).
  - 6. Recycling dumpsters are to be emptied every other week while school is NOT in session (July-August).
  - 7. Extra pickups may be requested as needed. This is most likely at the beginning and end of the school year.
  - 8. Emptying the dumpsters should be avoided from 7:30 A.M. to 8:30 A.M and 2:00 P.M. to 3:00 P.M. at the JR/SR high school due to student pickup and drop off.
  - 9. Emptying the dumpsters should be avoided from 8:00 A.M. to 9:00 A.M. and 2:30 P.M. to 3:30 P.M. at elementary school due to student pickup and drop off.



# Bid Form

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Proposal due date is Wednesday, June 8, 2022 by 3pm. Sealed proposals should be submitted to Janna Mellon, Business Administrator at 186A South Main Street, Newmarket, NH or emailed in accordance with RFP requirements to [mellonj@newmarket.k12.nh.us](mailto:mellonj@newmarket.k12.nh.us). Please reference **Trash and Recycling Services, FY 2023-2025**.

- I acknowledge that this RFP must be returned in its entirety, including the Bid form and all attachments. Each page of the RFP must be initialed by the bidder, where indicated.
- Any additional / unforeseen work will not be performed without a properly authorized change order.

Bid Proposals shall remain valid for thirty (30) days.

Service	Year 1 (2022-2023)	Year 2 (2023-2024)	Year 3 (2024-2025)	Total Cost
<u>One time charge for dumpster placement.</u>  <u>Newmarket Elementary School</u>				
<u>One time charge for dumpster placement.</u>  <u>Newmarket JR/SR High School</u>				
<u>Total Annual Rate</u> for Trash and Recycling Services listed above. Shall be inclusive of parts, labor, materials, and trip charges.  <u>Newmarket Elementary School</u>				
<u>Total Annual Rate</u> for Trash and Recycling Services listed above. Shall be inclusive of parts, labor, materials, and trip charges.  <u>Newmarket JR/SR High School</u>				
Rate for additional pick up outside of listed schedule.  <u>Newmarket Elementary School</u>				
Rate for additional pick up outside of listed schedule.  <u>Newmarket JR/SR High School</u>				
Additional charge for contaminated recycling				

# Bid Form

## Trash and Recycling Services, FY 2023-2025

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Authorized Representative Name and Title: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Any exclusions, qualifications, or comments:

\_\_\_\_\_  
\_\_\_\_\_

Have you, or any of the Principals of your company been involved in any litigation, arbitrations, mediations, or administrative proceedings in the past 10 years?

☐ Yes. ☐ No

If yes, please note the details of the claims, attorneys, and resolution below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **Vendor Qualifications**

**The proposal shall include all of the following information. Failure to include all of the required information may result in disqualification of a bidder.**

1. List of three (3) references including names, addresses, phone numbers and contact persons, of clients for whom you have performed similar services in this proposal.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. State how long you have been operating under your present company name.

\_\_\_\_\_

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3. Contractor's qualifications, years in business, experience in providing the level and type of service specified in the proposal.

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