

**REQUEST FOR PROPOSAL FOR
SOLID WASTE AND DEMOLITION DEBRIS
TRANSPORTATION SERVICES**

The Town of Machias is seeking proposals from contractors licensed to haul Municipal Solid Waste (MSW), approximately 625 tons per year and Demolition Debris (DD), approximately 250 tons per year into the Southwest New Brunswick Disposal Facility. This facility is located approximately seventy-two (72) miles one-way from the Machias Bay Area Transfer Station.

The Contractor's responsibilities under this contract shall be as follows:

The Contractor shall make provision for the transportation of the MSW and demolition debris to the South West Waste Landfill in Lawrence Station, New Brunswick, Canada, on an as needed basis. In performing this obligation, the Contractor shall provide all necessary equipment, except for the two (2) solid waste compaction cans owned by the Town, labor, fuel, materials, supervision, permits, and documentation required to transfer waste to the Landfill. The Contractor shall at all times use only competent and trained personnel for the provision of contract work.

The Contractor shall be responsible for cleanup of any spillage from the waste containers during disconnections, operations, and transport to the Landfill. This provision shall include any spillage as may occur in Canada during transportation.

The Contractor shall respond to the Town's instructions regarding the need to transport within 24 hours, and should the failure to respond result in additional costs to the Town, the Contractor shall be responsible for those costs.

The Contractor shall provide for sufficient personnel and/or answering service as shall be necessary to receive instructions from the Town during the business day.

The Contractor shall supply a fifty-yard open top container for the demolition debris. The demolition cans supplied and used in fulfilling this contract shall be in a safe and operable condition. All costs for the rental of the DD container shall be clearly listed on the submission sheet for this RFP. No additional charges will be allowed under this contract. When the Contractor is notified that the container is full and needs to be transported to Canada, the Contractor shall bring a replacement can to the Town.

The Contractor shall bill the Town once per month and include copies of all weight slips. The invoice shall be based on the **flat rate per trip** as submitted under the Request-For-Proposal. Charges for can rental fees and/or any agreed to fuel adjustments will be listed on separate /individual lines. Any fuel adjustment allowances must be accepted in writing by both parties in advance of any contract renewal.

The Contractor shall keep such records as are required on a daily basis including the date and time of transportation operation, quantity of MSW transported, and any pertinent remarks concerning unusual events or difficulties. These records shall be provided to the Town with the request for payment, and shall become property of the Town.

The Contractor must meet all the licensing requirements of the State of Maine, the Canadian Government and to follow all regulations regarding the use of the Southwest Facility in New Brunswick.

The Town's Responsibilities under this agreement shall be as follows:

The Town shall notify the Contractor twenty-four hours in advance when the MSW containers are to be transported.

The Town shall insure any equipment it utilizes at the Transfer Station.

The Town shall pay the Contractor in accordance with the applicable payment provisions of this agreement.

Contractor's Indemnification

The Contractor hereby agrees to indemnify and hold the Town harmless from and against any and all claims of damages or injury arising out of the performance of this contract, arising from Contractor's breach or default in the performance of any obligation on Contractor's part to be performed under the terms of this contract, or arising from the negligence or willful misconduct of the Contractor or its agents, employees or invitees, contractors, subcontractors, and their employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in or as a result of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against the Town by reason of such claim, the Contractor, upon notice from the Town, shall defend the same at Contractor's expense by counsel reasonably satisfactory to the Town.

Contractor's Insurance

The Contractor shall provide written proof of insurance, with the Town named as an additional insured, for protection against any claims or damages as may arise

out of the performance of this contract at least five (5) days prior to the start of this agreement and renewal documents each additional contract year.

Said insurance shall also provide for coverage for any damages caused to the transfer station by the Contractor's fault, including improper equipment operation or the failure of the Contractor's equipment. The following minimum coverages will be required from the Contractor.

<u>Description</u>	<u>Each Occurrence</u>
Contractor's Liability	\$1,000,000 U.S.
Contractor's Protective Liability	\$1,000,000 U.S.
Vehicle Liability (includes Leased or owned vehicles)	\$1,000,000 U.S.

Status as Independent Contractor

The Contractor agrees and acknowledges that the Contractor, his employees and/or agents are not employees of the Town for any purpose, including but not limited to the applicable provisions of the Maine Worker's Compensation Law.

Selection by Machias Board of Selectpeople

The Town reserves the right to select the contractor in the best interest of the Town, to select from any of the quotes, to reject any and all quotes or part thereof and to waive any informalities in quotes received. Prices quoted will be good for 45 days after being opened by the Machias Board of Selectpeople.

Contract Length of Service

The agreement will begin on April 1, 2018 and continue with a term of three (3) years with firm prices, and will include the option to renew for a period of three (3) additional years. Renewal will be at the Town's option considering price, service or other factors.

Return of Quotes

- Quotations should be submitted in a sealed envelope clearly marked "Solid Waste and Demolition Debris Transportation Services" and received no later than 4:00 p.m. on Wednesday, February 14, 2018 in the Town Clerk's Office, P.O. Box 418, 7 Court Street, Machias, Maine 04654. The Town of Machias reserves the right to reject any and all quotations.

**BID SUBMITTAL FORM FOR SOLID WASTE AND
DEMOLITION DEBRIS TRANSPORTATION SERVICES**

Company Name: _____

Company Address: _____

Contact Person: _____ Phone# _____

Email: _____ Fax# _____

Price per round trip (approximately 144 miles) Municipal Solid Waste _____

Price per round trip (approximately 144 miles) Demolition Debris _____

Monthly Rental Price for One (1) Fifty yard Open top Demo Can _____

Please Note: The Town may choose to purchase cans in the future and there is no guarantee that Town will rent the can through the whole term of the contract.

By signing below, I agree to abide by the terms outlined in the RFP Document supplied by the Town. I understand that it is my responsibility to meet all the licensing requirements of the State of Maine, the Canadian Government and to follow all regulations regarding the use of the Southwest Facility in New Brunswick. Should any Contractor fail to meet these obligations this agreement may immediately become null and void.

Signature of the Company Owner

Date