

REQUEST FOR PROPOSAL

LANDFILL PARTNERSHIP OPPORTUNITY TOWN OF HUDSON, NH

JUNE 2026



Prepared by
Town of Hudson
Development Services Department
12 School Street
Hudson, NH 03051

Invitation to Bid

Sealed Proposals will be received at the Town Hall Offices, Office of the Town Clerk, 12 School Street, Hudson, NH, until 10:00 AM, local time, July 27, 2026, for the following:

LANDFILL PARTNERSHIP OPPORTUNITY HUDSON, NEW HAMPSHIRE

The Town is seeking proposals from qualified firms, organizations, or development teams interested in partnering with the Town for the beneficial use of approximately eight (8) acres of Town-controlled land within or adjacent to the Hudson landfill/transfer station area. The goal is to identify a responsible third party that can utilize the area in a manner that provides measurable value to the Town, offsets municipal costs, and remains compatible with existing Town operations and regulatory requirements.

All questions with regard to this Request for Proposal shall be submitted in writing only to the attention of:

Elvis Dhima, P.E.
Director of Development Services
Town of Hudson
12 School Street
Hudson, NH 03051
edhima@hudsonnh.gov

SITE VISITS SHALL BE BY APPOINTMENT ONLY AND MUST BE COORDINATED IN ADVANCE WITH THE TOWN.

THIS IS A PARTNERSHIP OPPORTUNITY RFP.

The deadline for all questions shall be 10:00 AM on July 17, 2026.

Proposals will be evaluated based on the proposer's qualifications and experience, the compatibility of the proposed use with Town operations and site constraints, the regulatory and environmental approach, schedule, and the financial or other measurable benefit offered to the Town.

All qualified proposers will receive consideration without regard to race, color, religion, creed, age, sex, disability, national origin, or any other protected classification. The Town of Hudson is an equal opportunity employer.

All RFP package information will be available on the Town website.

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Request for Proposals

TOWN OF HUDSON, NEW HAMPSHIRE LANDFILL PARTNERSHIP OPPORTUNITY

Utilization of Approximately Eight (8) Acres of Town-Owned Landfill/Transfer Station Area

The Town of Hudson, New Hampshire wishes to engage the services of a qualified firm, organization, or development team to submit proposals for a partnership opportunity involving the beneficial use of approximately eight (8) acres of Town-controlled land within or adjacent to the Hudson landfill/transfer station area.

The selected proposer must be lawfully engaged in the proposed services in the State of New Hampshire and must demonstrate the technical, financial, environmental, and operational ability to use the site in a manner that is compatible with Town operations and protective of public health, safety, and the environment.

Important Dates

RFP Issued	TBD
Questions Due	July 17, 2026, not later than 10:00 AM
Town Responses/Addendum	On or before July 21, 2026, if required
Proposals Due	July 27, 2026, not later than 10:00 AM

Proposals must be submitted in a sealed envelope clearly marked:

"LANDFILL PARTNERSHIP OPPORTUNITY"

Complete copies of this RFP are available from:

Elvis Dhima, P.E., Director of Development Services

Town of Hudson
12 School Street
Hudson, NH 03051
edhima@hudsonnh.gov

All proposals received will be handled in accordance with applicable New Hampshire public records requirements. The Town reserves the right to reject any or all proposals, to waive any formality or informality, to accept the proposal deemed to be in the best interest of the Town, to negotiate with one or more proposers, or to cancel this RFP in whole or in part if it is in the best interest of the Town to do so.

Advertising and Issuance

Name	Advertising Medium	Address	Phone	Email / Web Address
Town of Hudson	Town Hall and Town Website	12 School Street, Hudson, NH 03051	603-886-6000	edhima@hudsonnh.gov / www.hudsonnh.gov

TOWN OF HUDSON, NEW HAMPSHIRE

Elvis Dhima, P.E., Director of Development Services

Date: _____

PROPOSAL DUE DATE/TIME: JULY 27, 2026, NOT LATER THAN 10:00 AM AT THE TOWN HALL OFFICES, 12 SCHOOL STREET, HUDSON, NH.

ALL QUESTIONS DUE BY JULY 17, 2026, NOT LATER THAN 10:00 AM.

Preparation of Proposals

Proposals shall be submitted on the forms provided and must be signed by the proposer or the proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on proposal forms.

Unless otherwise stated in this RFP, each proposal shall be deemed open for acceptance for ninety (90) calendar days subsequent to submittal to the Town of Hudson, or as modified by addendum.

Any questions or inquiries must be submitted in writing and received by Elvis Dhima, P.E., Director of Development Services, at edhima@hudsonnh.gov no later than July 17, 2026 at 10:00 AM. Responses, clarifications, or changes to this RFP will be issued by written addendum to all proposers of record.

The proposer shall not divulge, discuss, or compare its proposal with other proposers and shall not collude with any other proposer or party concerning this proposal.

Site Visits

Proposers are strongly encouraged to visit the site before submitting a proposal. Site visits must be scheduled in advance with the Town. No proposer shall enter restricted areas, disturb the landfill surface, perform testing, or contact site operators without prior written approval from the Town.

Submission of Proposals

Proposals must be submitted to the Town Clerk's Office, Town Hall Offices, 12 School Street, Hudson, New Hampshire 03051, by 10:00 AM on July 27, 2026. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or emailed will not be accepted unless specifically allowed by addendum.

Each submission shall include one (1) hard copy and one (1) electronic copy provided on a USB flash drive. The sealed envelope shall be clearly marked: "LANDFILL PARTNERSHIP OPPORTUNITY."

Amendments to Proposals

If this solicitation is amended, all terms and conditions not modified by the amendment remain unchanged. Proposers shall acknowledge receipt of each amendment by identifying the amendment number and date on the Proposal Form or by letter. Failure to acknowledge an amendment that substantively changes the Town's requirements may result in rejection of the proposal.

Withdrawal of Proposals

Proposals may be withdrawn by written notice received prior to the exact time set for proposal opening. Negligence on the part of the proposer in preparing a proposal shall not constitute a right to withdraw a proposal after the proposal opening. Proposals may not be withdrawn during the acceptance period stated in this RFP unless authorized by the Town.

Receipt and Opening of Proposals

Proposals shall be submitted before the time fixed in this RFP. Proposals received after the time indicated shall be returned unopened. All qualified proposers will receive consideration without regard to race, color, religion, creed, age, sex, disability, national origin, or any other protected classification.

Proposal Results

Proposal results and proposal contents will be handled consistent with applicable law. No telephone requests for results will be accepted or given. The Town reserves the right to negotiate with one or more proposers before awarding a contract or partnership agreement.

Limitations

This RFP does not commit the Town to award a contract, enter into a lease, license, development agreement, or other partnership agreement, pay any costs incurred in preparation of a response, or procure any services, supplies, equipment, construction, or development. The Town reserves the right to accept or reject any or all proposals, cancel this RFP, negotiate with any proposer, waive informalities, or select the approach deemed to be in the best interest of the Town.

Project Background

The Town of Hudson owns and operates municipal facilities in the area of the Hudson landfill and transfer station, located at 26 West Road. The Town is evaluating opportunities to partner with a qualified third party that can utilize approximately eight (8) acres of available area in a manner that provides a benefit to the Town, offsets municipal costs, improves site utilization, and remains compatible with existing Town operations.

The Town is not prescribing a single business model. Proposers may submit concepts that include, but are not limited to, a lease, license, revenue-sharing arrangement, service partnership, in-kind municipal benefit, or other structure that provides measurable value to the Town. Any proposed use must be subject to all required local, state, and federal permits and approvals, including any applicable approvals from the New Hampshire Department of Environmental Services or other regulatory agencies.

The Town's objective is to identify a responsible partner with a practical, financially viable, and environmentally sound proposal that can be implemented without interfering with Town operations or creating undue risk to the Town.

Scope of Opportunity and Minimum Requirements

- Utilize approximately eight (8) acres of the designated Town-controlled landfill/transfer station area, subject to final Town review, survey, site constraints, access requirements, and regulatory restrictions.
- Provide a detailed description of the proposed use, including the nature of the business or operation, anticipated site layout, equipment, structures, storage areas, traffic, hours of operation, utilities, security, and staffing.
- Demonstrate that the proposed use is compatible with landfill conditions, existing Town operations, neighborhood conditions, public safety, environmental protection, and long-term municipal interests.
- Identify all anticipated permits, approvals, licenses, registrations, environmental reviews, or regulatory authorizations required for the proposed use.
- Assume responsibility for all costs associated with due diligence, design, permitting, approvals, improvements, operations, maintenance, insurance, compliance, restoration, and decommissioning, unless otherwise proposed and accepted by the Town.
- Avoid any disturbance of landfill cap, drainage systems, monitoring systems, waste areas, wetlands, buffers, utilities, or other restricted areas unless specifically authorized in writing by the Town and applicable regulatory agencies.
- Operate in a manner that does not interfere with the Town's day-to-day operations, access, emergency response, maintenance, public services, or future municipal needs.
- Provide an approach for stormwater management, erosion control, dust control, noise control, odor control, vector control, litter management, traffic safety, fire prevention, and environmental protection.
- Provide a clear financial proposal showing rent, revenue share, cost savings, in-kind services, capital improvements, or other direct and indirect benefits to the Town.
- Provide a proposed term, renewal options, milestones, reporting requirements, termination provisions, restoration obligations, and security or performance guarantees, if applicable.

Activities Not Authorized by This RFP

Submission of a proposal and selection of a preferred proposer shall not authorize work on the site. No activity may begin until the Town and the selected proposer have executed all required agreements and all required approvals and permits have been obtained.

- No new disposal of solid waste, hazardous waste, contaminated material, or regulated material is authorized by this RFP.
- No excavation, drilling, grading, paving, stockpiling, clearing, utility installation, or disturbance of the landfill surface is authorized without prior written approval and all required permits.

- No use may create a nuisance, hazard, unpermitted discharge, violation of law, or unreasonable burden on Town operations.

Proposal Statement Preparation

To facilitate evaluation, each proposer shall follow the outline below. Proposals that do not follow the outline or do not contain required information may be considered unresponsive. Additional or more detailed information may be attached to the main body of the proposal.

1. Company or Team Background

Provide information concerning the background of the company or project team, including ownership, corporate structure, years in business, key personnel, and any proposed subcontractors or partners.

2. Experience and References

Provide at least three (3) client references, including names, addresses, telephone numbers, and email addresses. References should include projects of similar size, complexity, regulatory sensitivity, or municipal partnership structure. Include a brief description of each project and services provided.

3. Proposed Use and Project Approach

Describe the proposed use of the site in detail. Include the anticipated site layout, operating plan, equipment, traffic, hours, utility needs, security, environmental controls, construction or installation requirements, staffing, and any assumptions concerning Town participation.

4. Regulatory and Environmental Approach

Identify all anticipated permits, approvals, environmental reviews, and compliance obligations. Describe how the proposal will protect the landfill, stormwater systems, groundwater, wetlands, abutters, Town operations, and public safety.

5. Financial Proposal and Benefit to the Town

Describe the proposed compensation or benefit to the Town. This may include lease payments, revenue sharing, avoided costs, in-kind services, capital improvements, operational efficiencies, or other measurable benefits. Clearly identify any costs, obligations, or risks proposed to be borne by the Town.

6. Schedule

Provide a proposed schedule for due diligence, agreement negotiation, permitting, design, construction or setup, commencement of operations, milestones, and full implementation.

7. Transition, Restoration, and Exit Plan

Describe how the site will be restored at the end of the agreement or upon termination. Include removal of equipment, structures, materials, utilities, debris, and any required closure documentation.

8. Exceptions

Identify any exceptions to the RFP requirements, insurance requirements, contract terms, or proposed Town obligations. If no exceptions are taken, state that the proposer takes no exceptions.

Evaluation Criteria

The Town will evaluate proposals based on the criteria below. The Town may request interviews, presentations, additional information, best and final offers, or negotiations with one or more proposers.

Criteria	Approximate Weight
Financial value and measurable benefit to the Town	30%
Compatibility with Town operations, site constraints, and long-term municipal interests	25%
Qualifications, experience, references, and demonstrated ability to perform	20%
Regulatory, environmental, safety, and risk management approach	15%
Implementation schedule, readiness, and practicality	10%

Award of Contract or Partnership Agreement

Any agreement entered into by the Town shall be in response to the proposal, subsequent discussions, and any required approvals by the Board of Selectmen or other applicable authority. It is the policy of the Town that agreements be awarded only to responsive and responsible proposers when such award is in the best interest of the Town.

- Have the necessary experience, organization, technical and professional qualifications, skills, equipment, staffing, and financial capacity;
- Be able to comply with the proposed or required schedule and performance requirements;
- Have a demonstrated satisfactory record of performance;
- Adhere to the specifications of this RFP and provide all required documentation;
- Demonstrate the ability to obtain and maintain all required permits and approvals.

The Town reserves the right to reject any or all proposals, accept any proposal in part or in whole, negotiate with any proposer, waive informalities, or pursue any other option considered to be in the best interest of the Town.

Contract Award Protest Policy and Procedure

Any protest shall be served in writing on the Town Administrator, Town of Hudson, 12 School Street, Hudson, NH 03051, and shall be handled in accordance with the Town's applicable policies and procedures.

Modifications After Award

No agreement shall be modified, altered, changed, or amended unless in writing and signed by all required parties.

Cancellation of Award

The Town reserves the right to cancel the award without liability to the proposer at any time before a final agreement has been fully executed and approved.

Contract Documents

Any agreement may include this RFP and addenda, the proposer's response, negotiated terms, required forms, insurance certificates, permits, and any final lease, license, service agreement, development agreement, or other document approved by the Town.

Failure to Execute Agreement

Failure of the successful proposer to execute final documents within the time required by the Town may be just cause for cancellation of the award.

Disqualification

Awards will not be made to any person, firm, or corporation that has defaulted upon a contract with the Town, the State of New Hampshire, or the Federal Government within the past five (5) years, or that is not in good standing where required.

Insurance

The successful proposer shall procure and maintain insurance in the amounts and coverage required by the Town. Certificates shall name the Town of Hudson as an additional insured with respect to general liability, automobile liability, and umbrella liability where applicable. The Town may require additional coverage based on the proposed use.

Workers Compensation

All proposers and subcontractors shall comply with the workers compensation requirements of the State of New Hampshire.

Disagreements and Disputes

Any disputes shall be resolved pursuant to the laws and procedures of the State of New Hampshire, with venue in the State of New Hampshire and Hillsborough County.

Termination for Cause

If the contractor or partner violates any provision of an agreement, the Town may provide written notice and an opportunity to cure, unless immediate action is required to protect public health, safety, the environment, property, or Town operations.

Termination for Convenience

The Town may require a termination for convenience clause in any final agreement. Final terms will be negotiated and approved by the Town.

Ownership of Reports and Data

All data, materials, plans, reports, monitoring information, and documentation prepared specifically for the Town under any agreement shall belong to the Town, unless otherwise agreed in writing.

Assignment or Subcontracting

No work, services, leasehold interest, license, or other rights covered by the agreement shall be assigned or subcontracted without prior written approval by the Town.

Audit

For at least three (3) years after completion or termination, the proposer shall make available records pertaining to the agreement for audit by the Town upon reasonable request.

Noise and Local Ordinances

All work shall be conducted in conformance with applicable Town ordinances, including the Town Code provisions related to prohibited noise emissions and conditions.

Force Majeure

Neither party shall be liable for inability to perform due to war, riot, civil commotion, fire, flood, earthquake, storm, or other act of God, subject to the final agreement.

Governing Law

The laws of the State of New Hampshire shall govern all agreements entered into by the Town of Hudson.

Proposal Submission Checklist

To be considered responsive, each proposer should submit the following documents in one (1) hard copy and one (1) electronic copy provided on a USB flash drive:

1. Proposal document following the required outline;
2. Proposal Form;
3. Specifications Exception Form;
4. Alternate Form W-9 or current IRS Form W-9;
5. Town of Hudson Indemnification Agreement;
6. Evidence of insurance or statement of ability to meet insurance requirements;
7. References and project examples;
8. Conceptual site plan or sketch, if available;
9. Financial proposal and proposed Town benefit;
10. Identification of all anticipated permits and approvals.

**PROPOSAL FORM
LANDFILL PARTNERSHIP OPPORTUNITY
TOWN OF HUDSON, NEW HAMPSHIRE**

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE A PROPOSAL FOR THE ABOVE OPPORTUNITY.

1. Proposed Use

Brief description: _____

2. Financial / Municipal Benefit Proposal

Identify proposed rent, revenue share, in-kind services, capital improvements, avoided costs, or other benefit to the Town:

3. Proposed Term

Initial term: _____

Renewal options: _____

Acknowledgements

- 11. The undersigned is an authorized agent of the proposer submitting this proposal.
- 12. The undersigned acknowledges receipt of the following addenda: _____.
- 13. The firm submitting this proposal has not defaulted on any municipal, state, federal, or private contract within the past five (5) years unless disclosed in the proposal.
- 14. The undersigned certifies that the proposer can furnish labor, equipment, materials, insurance, and professional services necessary to perform the proposed work.
- 15. The undersigned acknowledges that he/she has read this RFP in its entirety and understands and agrees to the provisions contained herein, except as expressly noted in the Specifications Exception Form.

Company: _____

Signed by: _____

Printed or typed name: _____

Address: _____

Telephone number: _____

Fax number: _____

Toll-free number: _____

E-mail: _____

Cell phone number: _____

Primary point of contact: _____

Payment terms and conditions:

Please fill out, sign, and return one (1) hard copy and one (1) electronic copy on a USB flash drive to: Town Clerk's Office, Town of Hudson, 12 School Street, Hudson, NH 03051.

Due Date/Time: July 27, 2026, not later than 10:00 AM.

**SPECIFICATIONS EXCEPTION FORM
LANDFILL PARTNERSHIP OPPORTUNITY
TOWN OF HUDSON, NEW HAMPSHIRE**

In the interest of fairness and sound business practice, it is mandatory that proposers state any exceptions taken to the specifications, requirements, terms, or insurance requirements of this RFP.

If your proposal does not meet all specifications or requirements, state each exception below:

Failure to submit this form with the RFP response may result in the proposal being rejected as unresponsive.

Signed: _____ I DO meet specifications.

Signed: _____ I DO NOT meet specifications as listed; exceptions are provided above.

**INDEMNIFICATION AGREEMENT
LANDFILL PARTNERSHIP OPPORTUNITY
TOWN OF HUDSON, NEW HAMPSHIRE**

THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS HEREBY, A PROVISION OF ANY CONTRACT OR AGREEMENT.

The successful proposer agrees to indemnify, defend, and save harmless the Town of Hudson, its officials, officers, agents, and employees from any and all claims and losses accruing or resulting to any contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the proposer in the performance of the agreement. This indemnification shall survive the expiration or early termination of the agreement. The foregoing shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees.

Company _____

Taxpayer identification number

Authorized signature _____

Date _____

Address _____

Telephone _____

Toll-free number _____

Fax number _____

E-mail address _____

**INSURANCE REQUIREMENTS
LANDFILL PARTNERSHIP OPPORTUNITY
TOWN OF HUDSON, NEW HAMPSHIRE**

The successful proposer shall maintain insurance acceptable to the Town. The Town may require higher limits or additional coverage depending on the final proposed use and risk profile.

Coverage	Minimum Limit	Notes
Commercial General Liability	General Aggregate \$2,000,000; Each Occurrence \$1,000,000	Town of Hudson named as Additional Insured
Products / Completed Operations	Aggregate \$2,000,000	As applicable
Commercial Automobile Liability	Combined Single Limit \$1,000,000	Any auto or as approved by Town
Workers Compensation	NH statutory with employers liability \$100,000 / \$500,000 / \$100,000	Required for all applicable employers
Commercial Umbrella	Minimum \$1,000,000	Follow form on all requested coverage
Environmental / Pollution Liability	Minimum \$1,000,000, or higher if required by Town	Required unless waived in writing by Town based on proposed use
Professional / Errors and Omissions	As required based on proposed design or professional services	May be required for engineering, environmental, or design services

(X) The Town of Hudson must be named as Additional Insured with respect to general liability, automobile liability, and umbrella liability where applicable.