

City of Portsmouth, NH
Department of Public Works

INVITATION TO BID

Sealed bid proposals, plainly marked, Scum & Grease Removal, Bid #59-09 on the outside of the mailing envelope as well as the sealed bid envelope, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until 2:00 p.m., June 5, 2009 at which time all bids will be publicly opened and read aloud.

Questions may be directed to and specifications may be obtained from the Finance/Purchasing Department on the third floor at the above address, or by calling the Purchasing Coordinator at 603-610-7227. Bid documents may also be obtained from <http://www.cityofportsmouth.com/finance/purchasing.htm>. **Addenda to this bid document, if any, including written answers to questions, will be posted on the City of Portsmouth website under the project heading at least two days prior to the bid due date.** Continue below for the complete bid document.

The City of Portsmouth reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the City.

INSTRUCTION TO BIDDERS

I. Preparation of Bid Proposal

- A. The Bidder shall submit its proposal upon the form furnished by the City (attached). Prices shall be given in both in words and figures.
- B. Corrections made to amounts or information requested on the bid form should be made by crossing out the error and entering the new price or information above or below it. The correction must be initialed. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
- C. The bidder's proposal must be signed by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the owner, If the proposal is made by an individual, his name and post office address must be shown, by a partnership the name and post office address if each partnership member must be shown; as a joint venture, the name and post office address of each must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business addresses of the President, Secretary, and Treasurer.
- D. All words, figures, corrections shall be in ink or typed. All signatures shall be in ink.
- E. **Addenda to this bid document, if any, including written answers to questions, will be posted on the City of Portsmouth website under the project heading at least two days prior to the bid due date.**

II. Delivery of Bid Proposals

When sent by mail, the sealed proposal shall be addressed to the owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened. Faxed bid proposals are not acceptable.

III. Withdrawal of Bid Proposals

A bidder will be permitted to withdraw his proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

IV. Public Opening of Bid Proposals

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

V. Irregular Proposals and Disqualification of Bidders

Bid proposals that are irregular may be rejected. Irregular bid proposals include the following:

- A. Failure to use the bid form provided or alteration of the form.
- B. Unauthorized additions, conditional or alternated bids, incomplete bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- C. The addition of any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

Bidders may be disqualified and the bid proposal rejected for the following reasons:

- D. More than one proposal for the same work from an individual, firm, or corporation under the same or different name;
- E. Evidence of collusion among bidders;
- F. Failure to submit all required information requested in bid specifications;
- G. Bidder is not qualified or able to provide the provide the services or product(s) described in the bid specifications; or
- H. Disqualification is in the best interest of the City of Portsmouth.

AWARD

I. Consideration or Proposals and Award

After the proposals are opened and read, bid results will be available to the public. In case of discrepancy between the prices written in words and those written figures, the prices written in words shall govern.

Contingent upon funding, if an award is made, it will be made to the lowest, responsible, qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by mail at the address indicated on the proposal.

The award shall not be considered official until such time that a Purchase Order, a fully executed contract or an award letter has been issued by the Finance Director. No presumption of award shall be made by the bidder until such documents are in hand. Verbal notification of award is not considered official. Any action by the bidder to assume otherwise is done so at his/her own risk and the City will not be held liable for any expense incurred by a bidder that has not received an official award.

II. Reservation of Rights

The City reserves the right to cancel the award at any time before final notification of the successful bidder without any liability against the City. The City of Portsmouth reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the City.

SCOPE OF SERVICES

The City of Portsmouth, Sewer Division, is requesting bid proposals for the removal and disposal of grease (scum). This material primarily consists of fats from cooking grease and residue from soap film. There may also be other organics and plastics trapped in the material.

The contractor shall schedule with the Chief Plant Operator the removal and disposal of grease as follows at the following locations:

1. The scum pits and chlorine contact tanks at the Portsmouth Wastewater Treatment Plant at Peirce Island and at the Pease Tradeport.
2. The wet wells at the various twenty pumping stations.

The contractor shall remove and dispose of grit from various wet wells, grit chambers or manholes on an as needed basis.

The contractor shall be available on a twenty-four (24) hour notice to respond to any emergency calls. If the call is not an emergency, the contractor shall respond within five (5) working days.

The truck used to transport the grease shall have the capabilities of de-watering the grease at the pumping site. The contractor must also be able to remove grit from grit chambers and wet wells.

The contractor must have on board their trucks, a spill kit to be used in the event of a spill of grease, scum, fuel, or any other discharge, while performing this contract.

The contractor shall list the method of disposal and certify that this method meets all Environmental Protection Agency (EPA) and requirements of the State where the material is disposed.

The contractor may also be called on to assist in the pumping of heavy sludge and rags from sludge holding tanks and wet wells.

All bidders shall contact the Chief Plant Operator, Paula Anania at (603) 427-1553, to schedule a visit of the sites that will require grease and/or grit removal.

CONTRACTOR'S RESPONSIBILITIES

The contractor shall supply all equipment and manpower to perform the required tasks. The City of Portsmouth agrees to provide reasonable access to all areas.

The contractor has the sole responsibility to comply with any local, state, federal, and/or Department of Transportation (DOT) rules, laws and/or regulations in regards of transportation and disposal of material removed. Each load shall have a manifest signed by an agent of the contractor and City of Portsmouth.

The Contractor shall invoice the City on a monthly basis and the invoice shall have a detailed description of the total number of gallons removed, per gallon charge, list the manpower, and hourly rate. Payment of invoices shall be made within thirty days of receipt of the invoice by the City of Portsmouth.

TERM OF CONTRACT

The term of the contract shall be for one (1) year with an option by the parties to renew the contract yearly for a maximum of two (2) years for a total contract length not to exceed three (3) years.

INSURANCE

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him. **Insurance must cover the accidental discharge of scum, grease, fuel and any other material during the performance of this contract.**

AMOUNT OF INSURANCE

- A) Comprehensive General Liability:
Bodily injury or Property Damage - \$1,000,000/2,000,000
Per occurrence/general aggregate
- B) Automobile and Truck Liability:
Bodily Injury or Property Damage \$1,000,000
Combined single limit

Excess liability policy of at least \$1,000,000.

Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include the City of Portsmouth, New Hampshire as named Additional Insured. City of Portsmouth shall be listed as a Certificate Holder. The City shall be identified as follows:

City of Portsmouth
Attn: Legal Department
1 Junkins Avenue
Portsmouth, NH 03801

BID PROPOSAL FORM

By submitting a bid proposal, Bidder agrees that:

- It shall provides at its expense all labor, materials and equipment to perform all work and meet all responsibilities as specified and described in this bid form;
- That the price set forth below shall be firm for one year from the date of award, and thereafter, the parties shall have the right to amend the agreement for a period not to exceed two years;
- Bidder will indemnify and defend the City against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys' fees) arising in any way out of the Bidder's performance or non-performance of its obligations under this Contract.
- The Bidder shall secure and maintain insurance with limits not less than those specified in the bid documents.
- The laws of the State of New Hampshire shall govern this Award without reference to the conflict of law principles thereof and venue for any dispute shall be the Rockingham County Superior Court unless the parties otherwise agree.

The Bidder further declares that:

1. All interested in the Bid as Principals are named herein.
2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
3. No officer, agent or employee of the City is directly or indirectly interested in this Bid.

The Bidder submits for following proposal:

Remove and dispose of grease (scum) and grit, in accordance with specifications for a period of one year as follows:

- | | | |
|--|----------------------------|------------------------------|
| 1) Hourly Labor Charge | \$ _____
Price in Words | \$ _____
Price in Figures |
| 2) Charge per gallon of material removed | \$ _____
Price in Words | \$ _____
Price in Figures |

Submitted by: _____
Name of Company

By: _____

Print Name and Title _____

Date: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____