



PORTSMOUTH SCHOOL DEPARTMENT

RUBBISH REMOVAL

REQUEST FOR PROPOSAL

INVITATION FOR PROPOSAL

Sealed proposals plainly marked "***RUBBISH REMOVAL***" addressed to the Business Administrator, Portsmouth School Department, 50 Clough Drive, Portsmouth, NH 03801 will be accepted until 2:00 PM on Tuesday June 26, 2012 for:

"RUBBISH REMOVAL"

Proposal specifications and proposal forms may be obtained from the School Department's Business Administrator. (See attached).

The School Department reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the School Department. It also reserves the right to consider other factors considered necessary along with the proposal price in accepting the proposal.

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PROPOSAL SPECIFICATIONS

1. The Portsmouth School Department is accepting proposals for Rubbish Removal for the following schools; **Dondero Elementary, New Franklin Elementary, Little Harbour Elementary, Middle School, RJI Academy (Sherburne School), Athletic complex, and High school.**
2. (a) The proposal is desired to be a single contract "not to exceed" price for all aspects of rubbish removal. The proposal should be all inclusive of labor, equipment and materials necessary to satisfy the requirements in the attached specifications for rubbish removal.

(b) The proposal is desired to be single contract "not to exceed" price indicated above for the schools beginning of (1) July 1, 2012 ending June 30, 2013, (2) July 1, 2013 ending June 30, 2014, and (3) July 1, 2014 ending June 30, 2015.
3. (a) The method of payment shall be monthly billings upon completion of work performed on a monthly basis. This method may be replaced by less frequent "progress" billings. In no case will the total paid by the Portsmouth School Department exceed the proposal price unless specifically agreed to by both parties.

(b) The Portsmouth School Department is seeking a contract "not to exceed" price. The Portsmouth School Department will pay only for work performed and completed, and billed at the contractors pricing on a time, materials, and equipment basis. The proposal specifications make certain assumptions regarding frequency and quantities, which can be addressed, should conditions warrant at the time, in the estimation of the Facilities Director. It is possible the total dollar amounts for services required for labor and completed work will differ from the proposal per unit amounts. On the other hand, under usual and normal conditions, the Portsmouth School Department believes it has accurately reflected its needs for rubbish removal. Should additional services for labor, materials, and equipment be desired by the Portsmouth School Department over and above the specifications included additional dollar amounts above the contract can be billed to the Portsmouth School Department in accordance with the proper arrangements and approvals of the Facilities Director. These amounts will be billed at the "per unit" pricing in effect under the contract for the service(s) (labor, material, or equipment) deemed desirable by the Portsmouth School Department.

PROPOSAL SPECIFICATIONS (continued)

4. The contractor selected by this proposal process shall coordinate all work activities with the Facilities Director of the Portsmouth School Department. This coordination shall include scheduling and timing of work performed.
5. A performance bond of \$15,000 must be posted or an amount equal to 10% of the total contract price, whichever is greater. This requirement may be waived if in the opinion of the Portsmouth School Department adequate financial representation and assurances have been presented at the time of proposal award.
6. **Contractor Insurance:** The Contractor selected by this proposal process must comply with the insurance requirements in **Attachment A**. Evidence of compliance must be filed with the Business Office prior to performing any work or July 1st of each contract year whichever is earlier.
7. **Proposal Submittal:** Interested Contractors shall submit two (2) copies of a proposal package consisting of the following:
 - Transmittal Letter with contact information
 - Completed Proposal Response Schedule (included)
 - Completed Proposal Response Authorization (included)
 - Completed Statement of Qualifications (included)
 - Three References
 - Insurance Certificates (included -Attachment A)
 - Completed Release of All Claims for Purpose of Reference Check (included)
8. **Proposal Evaluation:** The Portsmouth School Department reserves the right to select or reject any proposal and to negotiate such terms and conditions as may be in the best interest of the Portsmouth School Department, to accomplish the services specified herein. Factors integral to the evaluation process, include:
 - a. The Contractor's ability, capacity, and skill to perform within the specified time limits. The Contractor shall have experience and capabilities of providing trash removal. The Contractor's experience, reputation, efficiency, judgment and integrity.
 - b. The quality and availability of equipment, supplies and materials that the Contractor has available to accomplish the services specified herein.
 - c. The Company's prior performance
 - d. Sufficiency of Contractor's financial resources to fulfill the Contract.
 - e. Other applicable factors as the City determines necessary or appropriate.

- f. Contractor's Proposal has been prepared in accordance with the instructions of the RFP.
- g. Price
- h. References

9. Evaluation of Proposals and Selection

The proposals will be reviewed based on the evaluation criteria set forth above. The highest ranking firm will be offered the opportunity to be awarded the contract based on the terms, conditions and specifications set forth in this Request for Proposal document or to negotiate such differing or additional terms as may be in the interest of the Portsmouth School Department.

- 10. **Reservation of Rights:** The Portsmouth School Department reserves the right to reject any and all proposals, to waive technical or legal deficiencies, to accept any proposal and to negotiate such terms of a contract as it deems in the best interest of the Portsmouth School Department. It also reserves the right to consider other factors considered necessary along with the proposal price in accepting the proposal award.
- 12. **Indemnification:** Contractor, by submitting a Proposal, agrees to indemnify the City against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys' fees) arising in any way out of the Contractor's alleged negligence or breach of its obligation under the work determined herein, should such Contractor perform work for the City pursuant to this RFP. Contractor will defend at its own expense all such actions with counsel satisfactory to City and will satisfy any judgment rendered against City in such action.

STATEMENT OF BIDDER'S QUALIFICATIONS

Note: This is a required submittal, fill out completely.

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets if necessary

1. Name of Bidder
2. Permanent Main Office Address
3. Form of Entity
4. When Organized
5. Where Organized
6. How many years have you been engaged in the contracting business under your present name; also state names and dates of previous firm names, if any.
7. General character of work performed by your company.
8. Have you ever failed to complete any completed awarded to you?
____(no)____(yes). If so, where and why?
- 10Have you ever defaulted on a contract?
____(no)____(yes). If so, where and why?
11. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
12. List your major equipment available for this contract.
14. List your key personnel such as project superintendent and foremen available for this contract.

STATEMENT OF BIDDERS QUALIFICATIONS (continued)

17. List any subcontractors whom you will use for the service (unless this work is to be done by your own organization, if so please state).

(The City reserves the right to approve subcontractors for this project)

18. With what banks do you do business?

a. Do you grant the Owner permission to contact this/these institutions?

____ (yes) ____ (no).

b. Latest Financial Statements, certified audited if available, prepared by an independent certified public accountant, maybe requested by Owner. If requested, such statements must be provided within five (5) business days or the bid proposal will be rejected. Certified Audited Statement are preferred. Internal statements may be attached only if independent statements were not prepared.

Dated at _____ this _____ day of _____, 20____.

Name of Bidder

BY _____

TITLE _____

State of _____

County of _____

_____ being duly sworn, deposes and says that the
bidder is _____ of _____
(Name of Organization)

and answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this _____ day of _____, 20____.

Notary of Public

My Commission expires _____

RELEASE OF ALL CLAIMS FOR PURPOSE OF REFERENCE CHECK

TO: _____
Name of Reference ("Reference")

Name of Employer/Organization ("Entity")

Address

Address

On behalf of the undersigned Vendor, I hereby agree to release and hold harmless the above-named Reference and Entity from any and all claims and causes of action including without limitation actions for defamation, slander or interference with contractual relations for any statements made to the City during the course of the City's investigation of Vendor's qualifications.

Dated: _____ Contractor: _____

By: _____

Print Name: _____

Title: _____

**PORTSMOUTH SCHOOL DEPARTMENT
RUBBISH PRICE PROPOSAL RESPONSE AUTHORIZATION**

I. Combined Annualized Price Quotation:

A. Year 1; (Combined); 2012-2013
 School Year Schedule 45 weeks @ \$ _____ = \$ _____
 Summer Schedule 7 weeks @ \$ _____ = \$ _____

Total Year 1 \$ _____

B. Year 2; (Combined); 2013-2014
 School Year Schedule 44 weeks @ \$ _____ = \$ _____
 Summer Schedule 8 weeks @ \$ _____ = \$ _____

Total Year 2 \$ _____

C. Year 3; (Combined); 2014-2015
 School Year Schedule 44 weeks @ \$ _____ = \$ _____
 Summer Schedule 8 weeks @ \$ _____ = \$ _____

Total Year 3 \$ _____

D. Year 1, 2 & 3 (Combined) \$ _____

V. Waste Services Statement:

_____. Agrees the prices quoted above to be a true and accurate quote for rubbish removal for the Portsmouth School Department and the prices quoted shall be guaranteed for the entire PRICE quote period (Year 1, Year 2, & Year 3).

_____ Company

_____ Signature

_____ Date

PORTSMOUTH SCHOOL DEPARTMENT RUBBISH PRICE RESPONSE SCHEDULE

II. School Year Weekly Schedule Price Quotation:

Year 1 - August 27, 2012 to June 30, 2013; 44 weeks
Year 2 - August 24, 2013 to June 30, 2014; 44 weeks
Year 3 - August 25, 2014 to June 30, 2015; 44 weeks

A. SCHOOL	QTY #/SIZE	DESCRIPTION	PICK-UPS PER WEEK	TRASH CU.YDS.	<u>YEAR 1</u> PRICE TRASH PER WEEK	<u>YEAR 2</u> PRICE TRASH PER WEEK	<u>YEAR 3</u> PRICE TRASH PER WEEK
DONDERO SCHOOL	1 - 6.0 CU.YD.	CONTAINER (TRASH)	1	6.0	\$	\$	\$
LITTLE HARBOUR SCHOOL	1 - 8.0 CU.YD.	CONTAINER (TRASH)	1	8.0	\$	\$	\$
NEW FRANKLIN SCHOOL	1 - 8.0 CU.YD.	CONTAINER (TRASH)	1	8.0	\$	\$	\$
SHERBURNE SCHOOL	1 - 8.0 CU.YD.	CONTAINER (TRASH)	2	8.0	\$	\$	\$
MIDDLE SCHOOL	1 - 8.0 CU.YD.	CONTAINER (TRASH)	2	8.0	\$	\$	\$
HIGH SCHOOL	2 - 10.0 CU.YD.	CONTAINER (TRASH)	3	20.0	\$	\$	\$
ATHLETIC COMPLEX	1 - 3.0 CU.YD.	CONTAINER (TRASH)	2	3.0	\$	\$	\$
B. SUB TOTALS:				120	\$	\$	\$
C. TRASH WEEKLY PRICE (SCHOOL YEAR):					**\$	**\$	**\$

PICK UP SCHEDULE:

- Little Harbour, Dondero, and New Franklin on Tuesday after 7am.
- Sherburne, Middle School on Tuesday and Friday after 7am.
- High School and Athletic Dumpster on Monday, Wednesday, and Friday after 7am.

PORTSMOUTH SCHOOL DEPARTMENT RUBBISH PRICE QUOTATION WORKSHEET

III. Summer Schedule Weekly Schedule Price Quotation:

Year 1 - July 1, 2012 to August 20, 2012; 8 weeks

Year 2 - July 1, 2013 to August 19, 2013; 8 weeks

Year 3 - July 1, 2014 to August 18, 2014; 8 weeks

A. SCHOOL	QTY #/SIZE	DESCRIPTION	PICK-UPS PER WEEK	TRASH CU.YDS	<u>YEAR 1</u> PRICE TRASH PER WEEK	<u>YEAR 2</u> PRICE TRASH PER WEEK	<u>YEAR 3</u> PRICE TRASH PER WEEK
DONDERO SCHOOL	1 - 6.0 CU.YD.	CONTAINER (TRASH)	1	6.0	\$	\$	\$
LITTLE HARBOUR SCHOOL	1 - 8.0 CU.YD.	CONTAINER (TRASH)	1	8.0	\$	\$	\$
NEW FRANKLIN SCHOOL	1 - 8.0 CU.YD.	CONTAINER (TRASH)	1	8.0	\$	\$	\$
SHERBURNE SCHOOL	1 - 8.0 CU.YD.	CONTAINER (TRASH)	1	8.0	\$	\$	\$
MIDDLE SCHOOL	1 - 8.0 CU.YD.	CONTAINER (TRASH)	1	8.0	\$	\$	\$
HIGH SCHOOL	2 -10.0 CU.YD.	CONTAINER (TRASH)	2	20.0	\$	\$	\$
ATHLETIC COMPLEX	1 - 3.0 CU.YD	CONTAINER (TRASH)	2	3.0			
B. SUB TOTALS:				84.0	\$	\$	\$
C. TRASH WEEKLY PRICE (SUMMER SCHEDULE):					**\$	**\$	**\$

PICK UP SCHEDULE:

- High School and Athletic dumpster Tuesday and Friday after 7am
- All other schools: Little Harbour, Dondero, Sherburne, Middle School, and New Franklin on Tuesday are after 7am.

ATTACHMENT A

CITY OF PORTSMOUTH, CONTRACTOR INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain, until acceptance of the work, insurance of the limits and types specified below from an insurance company approved to do business in the state of New Hampshire. 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.

AMOUNT OF INSURANCE

- A. Comprehensive General Liability:
Bodily injury or Property Damage - \$2,000,000
Combined Single Limit, per occurrence
- B. Automobile and Truck Liability:
Bodily Injury or Property Damage - \$2,000,000
Combined Single, Limit, per occurrence

ADDITIONAL INSURED

All liability policies shall include the Portsmouth School Department, Portsmouth, NH as a named Additional Insured.

1. The contractor's insurance shall be primary in the event of a loss.
2. The Additional Insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the contractor, including the Portsmouth School Department's general supervision of the contractor.

EVIDENCE OF INSURANCE

As evidence of insurance coverage, the Owner may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in force for the specified period. The Contractor shall submit evidence of insurance to the Owner at the time of execution of the Agreement. Written notice shall be given to the Portsmouth School Department at least (15) days prior to cancellation or non-renewal of such insurance coverage.

ATTACHMENT A (continued)

TYPES OF INSURANCE – STANDARD CITY REQUIREMENTS

Purchase and maintain the following types of insurance (*where applicable*):

- A. 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.
- B. Bodily injury and Property Damage Insurance covering the operation of all motor vehicles and equipment, whether or not owned by the contractor, being operated in connection with the prosecution of the work under this contract.
- C. Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- D. Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.