

**City of Portsmouth, Portsmouth, NH
School Department Trash Disposal Services**

**REQUEST FOR PROPOSALS
RFP #43-21 School Department Trash Disposal Services**

Sealed proposals, plainly marked "RFP #43-21 Trash Disposal Services 2021-2024", will be accepted at the office of the Finance/Purchasing Department, Portsmouth City Hall, 1 Junkins Avenue, Portsmouth, NH 03801, until **Thursday June 17, 2021 at 11:00 a.m.**

The Portsmouth School Department seeks a single contractor to provide Trash removal services for seven facilities commencing July 2021 through June 2024.

Request for proposal forms may be obtained from the Purchasing Department at the above address or at <http://www.cityofportsmouth.com/finance/purchasing.htm>.

Any addenda to this RFP, including written answers to questions, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the appropriate project heading. Addenda and updates will NOT be sent directly to contractors. Check the web site daily for addenda and updates after the release date. Proposers should print out, sign and return addenda with their proposal; failure to do so may result in disqualification.

The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, to accept any proposal and to negotiate the terms of any final contract that may be in the best interest of the City.

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School Department Trash Disposal Services**

SECTION I - GENERAL INFORMATION

- A. Services: The City is requesting proposals from qualified firms to collect, haul, and dispose of trash (and no recyclables) from Portsmouth school facilities for a period of three years.
- B. Questions: Questions regarding this RFP should be directed to Ken Linchey, at klinchey@sau52.org in writing by May 28, 2021. Answers will be posted on the city of Portsmouth website by 4pm on June 2, 2021.
- C. Reservation of Rights: The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, to accept any proposal and to negotiate the terms of any final contract that may be in the best interest of the City. The City further reserves the right to make inquiries regarding the qualifications and reputation of the proposer. By submitting a proposal, contractor agrees to hold harmless the City and its employees and agents from any and all claims, actions, and damages arising from such investigation. Proposer may be requested to execute releases.
- D. Withdrawal: A proposer is permitted to withdraw a proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposal.

SECTION II - PROJECT WORK SCOPE AND REQUIREMENTS

The Portsmouth School Department seeks a single contractor to collect, haul and dispose of municipal solid waste for the following school facilities: Dondero Elementary, New Franklin Elementary, Little Harbour Elementary, Middle School, RJI Academy (Sherburne School), Athletic complex, and High school. The selected contractor will provide all dumpsters, trucks and other equipment to perform the services. The contract will be for a three-year term beginning July 1, 2021 and ending June 30, 2024.

The City has provided on its unit price worksheets its best estimate of the School Departments trash needs for proposal purposes. The City anticipates that there will be times when additional hauls and services will be required, such as school year end. Contractor is required to submit a rate sheet for additional services.

Additional details and requirements are set forth in the draft contract which is included with this RFP document as Attachment A.

City of Portsmouth, Portsmouth, NH
School Department Trash Disposal Services

SECTION III - SUBMITTAL REQUIREMENTS

Proposals must be submitted in a sealed envelope and shall be addressed to the City at the address and to the attention of the official as outlined in the invitation. All proposals must be submitted prior to the specified date and time. Any proposals received after the specified date and time will not be considered and will not be opened. Proposals delivered via facsimile, e-mail, or any format other than within a sealed envelope shall not be considered.

Proposals shall include:

- 1) Cover letter introducing the firm and providing a summary of company resources, experience and expertise;
- 2) Completed Worksheets and Price Proposal Forms;
- 3) Submission of a rate sheet for additional hauls or services;
- 4) Confirmation that Contractor can meet the insurance requirements described in draft contract attached; and
- 5) At least three (3) references where the Contractor has provided similar services (contact name, address, phone/email); and
- 6) Copies of licenses held by employees most likely to perform the work.

SECTION IV – SELECTION

Selection shall be based on: (1) Contractor's qualifications, experience and resources (2) satisfactory past performance with the City/School Department, if any; (3) references and background checks and (4) price.

Upon selection, Contractor will receive a service contract substantially in the form attached hereto as Attachment A and will be expected to complete negotiations on a final contract and execute within 14 business days of receipt. If the parties cannot agree on the final contract terms and scope, the City may proceed to another proposer.

**City of Portsmouth, Portsmouth, NH
School Department Trash Disposal Services**

SCHOOL YEAR UNIT PRICE WORKSHEET

Year 1 - August 23, 2021 to June 30, 2022; 45 weeks
Year 2 - August 22, 2022 to June 30, 2023; 45 weeks
Year 3 - August 21, 2023 to June 30, 2024; 45 weeks

A. SCHOOL	QTY #/SIZE	DESCRIPTION	PICK-UPS PER WEEK	TRASH CU.YDS.	YEAR 1 PRICE TRASH PER WEEK	YEAR 2 PRICE TRASH PER WEEK	YEAR 3 PRICE TRASH PER WEEK
DONDERO SCHOOL	1 - 10.0 CU.YD.	CONTAINER (TRASH)	1	10.0	\$	\$	\$
LITTLE HARBOUR SCHOOL	1 - 10.0 CU.YD.	CONTAINER (TRASH)	1	10.0	\$	\$	\$
NEW FRANKLIN SCHOOL	1 - 10.0 CU.YD.	CONTAINER (TRASH)	1	10.0	\$	\$	\$
SHERBURNE SCHOOL	1 - 8.0 CU.YD.	CONTAINER (TRASH)	1	8.0	\$	\$	\$
MIDDLE SCHOOL	1 - 10.0 CU.YD.	CONTAINER (TRASH)	2	20.0	\$	\$	\$
HIGH SCHOOL	2 -10.0 CU.YD.	CONTAINER (TRASH)	3	60.0	\$	\$	\$
** ATHLETIC COMPLEX	1 - 3.0 CU.YD.	CONTAINER (TRASH)	2	6.0	\$	\$	\$
B. SUBTOTALS:					\$	\$	\$

** Athletic Complex Dumpster to be removed first Monday of December and returned second Monday in March.

SUMMER SCHEDULE UNIT PRICE WORKSHEET

Year 1 - July 1, 2021 to August 20, 2021; 7 weeks
Year 2 - July 1, 2022 to August 19, 2022; 7 weeks
Year 3 - July 1, 2023 to August 18, 2023; 7 weeks

A. SCHOOL	QTY #/SIZE	DESCRIPTION	PICK-UPS PER WEEK	TRASH CU.YDS	YEAR 1 PRICE TRASH PER WEEK	YEAR 2 PRICE TRASH PER WEEK	YEAR 3 PRICE TRASH PER WEEK
DONDERO SCHOOL	1- 10.0CU.YD.	CONTAINER (TRASH)	1	10.0	\$	\$	\$
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HIGH SCHOOL	2 -10.0 CU.YD.	CONTAINER (TRASH)	2	20.0	\$	\$	\$
ATHLETIC COMPLEX	1 - 3.0 CU.YD	CONTAINER (TRASH)	2	6.0			
B. SUBTOTALS:					\$	\$	\$

**City of Portsmouth, Portsmouth, NH
School Department Trash Disposal Services**

TRASH PRICE PROPOSAL

Combined Annualized Price Quotation:

Year 1; (Combined); 2021-2022		
School Year Weekly Price	\$ _____ x 45 weeks	= \$ _____
Summer Weekly Price	\$ _____ x 7 weeks	= \$ _____
Total Year 1		\$ _____
Year 2; (Combined); 2022-2023		
School Year Weekly Price	\$ _____ x 45 weeks	= \$ _____
Summer Weekly Price	\$ _____ x 7 weeks	= \$ _____
Total Year 2		\$ _____
Year 3; (Combined); 2023-2024		
School Year Weekly Price	\$ _____ x 45 weeks	= \$ _____
Summer Weekly Price	\$ _____ x 7 weeks	= \$ _____
Total Year 3		\$ _____
Year 1, 2 & 3 (Combined)	Total	\$ _____

**City of Portsmouth, Portsmouth, NH
School Department Trash Disposal Services**

ATTACHMENT A

Contract for Trash Removal Services

THIS AGREEMENT is made as of the ____ day of ____ in the year 2021 by and between the City of Portsmouth, New Hampshire (Owner) and _____ (Contractor). Owner and Contractor agree as follows:

ARTICLE I - Work - The Contractor shall provide at its expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of those services described in the Work Scope and Requirements attached.

ARTICLE II – COORDINATION – The School Department Facilities Director, or his/her authorized representative, will act as the Owner’s representative and contact.

ARTICLE III - TERM – This contract will commence July 1, 2021 and end on June 30, 2024 unless earlier terminated.

ARTICLE IV – FEES AND BILLING - Contractor shall submit detailed invoices monthly for work performed in accordance with the Unit Price Worksheets and Price Proposal Form attached and, as applicable, the rate sheet set forth for additional hauls and services.

ARTICLE V - PAYMENT –Owner shall within make payment on submitted invoices within 30 days for all work satisfactorily completed.

ARTICLE VI - TERMINATION FOR DEFAULT - Owner may terminate this Contract with seven (7) days’ notice should the Contractor fail to perform work in accord with the Scope of Work and Requirements. Failure to maintain any and all licenses necessary to perform the work, failure to dispose properly of trash in licensed facilities, and/or to maintain insurance coverage is grounds for immediate termination of the Contract.

ARTICLE VII - INDEMNIFICATION - Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys’ fees) arising in any way out of the Contractor's negligence or breach of its obligations or warranties under this Contract. Contractor will defend all such actions with counsel satisfactory to City at its own expense, including attorney's fees, and will satisfy any judgment rendered against City in such action.

**City of Portsmouth, Portsmouth, NH
School Department Trash Disposal Services**

ARTICLE VIII - PERMITS - The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable City, State, and Federal laws, ordinances, rules and regulations.

ARTICLE IX - INSURANCE - The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those described in, Insurance Requirements.

ARTICLE X - NON-APPROPRIATION - The City's multi-year obligations under this Agreement are conditioned upon the Portsmouth City Council continuing to appropriate funds throughout the term of this Agreement to the School Department to fund this obligation. The City's budget is prepared annually, with its fiscal year commencing July 1 and ending June 30, Should Owner anticipate that funds will not be appropriated to maintain funding for this Agreement, the City will give notice of same as soon as practicable.

ARTICLE XI - MISCELLANEOUS -

11.1 Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.

11.2 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

11.3 This Contract shall be governed by and construed in accordance with New Hampshire law.

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

CITY OF PORTSMOUTH, NH

NAME OF BUSINESS

By: _____
Nathan Lunney
School Dept. Business Administrator

By: _____
Printed Name: _____
Title: _____

**City of Portsmouth, Portsmouth, NH
School Department Trash Disposal Services**

SCOPE OF WORK AND REQUIREMENTS

1. Contractor shall collect, haul and dispose of municipal solid waste for the following school facilities: Dondero Elementary, New Franklin Elementary, Little Harbour Elementary, Middle School, RJI Academy (Sherburne School), Athletic complex, and High school. Contractor will provide all dumpsters, trucks, and other equipment to perform the services as well as all necessary personnel.
2. Acceptable “trash” during the term of this Agreement, shall be Municipal Solid Waste as that term is defined in state statutes and does not include: hazardous waste as defined by RSA 147-A: 2, special waste (except as provided in Section 5 below), liquid wastes, infectious and hospital wastes (except garbage), yard wastes, septage, animals and animal parts, white goods and tires.
3. Contractor may at any time refuse to accept for disposal any material, substance or property which in the judgment of Contractor is harmful, unhealthy or unsafe or in violation of any federal, state, or local statute, regulation, or rule applicable to the site. At the time of refusal, the identity of the rejected waste material and the reason for the rejection will be communicated to the Facilities Director.
4. Disposal of all waste shall be at a licensed facility suitable to receive municipal solid waste.
5. The City shall have the right to inspect and obtain copies of all written licenses, permits, and approvals issued by any federal, state or local government agency to Contractor which are applicable to the performance of this Agreement and to inspect any facility and its operations for compliance with applicable federal, state, and local laws, regulations, and rules specifically pertaining to solid waste disposal.
6. Contractor shall provide dumpsters and pick-ups in accord with the requirements outlined below in this section for each facility. The Contractor shall not increase the size of the dumpster/container or the number of pick-ups without prior written approval of the Owner. Any adjustments to the dumpster size, number of containers or number of pickups shall be agreed to in writing and the price shall be based off the Rate Sheet attached.

**City of Portsmouth, Portsmouth, NH
School Department Trash Disposal Services**

Haul and Container Requirements

School Year Year 1 - August 23, 2021 to June 30, 2022; 45 weeks
 Year 2 - August 22, 2022 to June 30, 2023; 45 weeks
 Year 3 - August 21, 2023 to June 30, 2024; 45 weeks

A. SCHOOL	QTY #/SIZE	DESCRIPTION	PICK-UPS PER WEEK	TRASH CU.YDS.
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SHERBURNE SCHOOL	1 - 8.0 CU.YD.	CONTAINER (TRASH)	1	8.0
MIDDLE SCHOOL	1 - 10.0 CU.YD.	CONTAINER (TRASH)	2	20.0
HIGH SCHOOL	2 -10.0 CU.YD.	CONTAINER (TRASH)	3	60.0
ATHLETIC COMPLEX	1 - 3.0 CU.YD.	CONTAINER (TRASH)	2	6.0

PICK UP SCHEDULE:

- Little Harbour, Dondero, Sherburne, and New Franklin on Tuesday after **7am**.
- Middle School on Tuesday and Friday after **7am**.
- High School and Athletic Dumpster on Monday, Wednesday, and Friday after **7am**.
- ** Athletic Complex Dumpster to be removed first Monday of December and returned second Monday in March.

Summer Schedule Year 1 - July 1, 2021 to August 20, 2021; 7 weeks
 Year 2 - July 1, 2022 to August 19, 2022; 7 weeks
 Year 3 - July 1, 2023 to August 18, 2023; 7 weeks

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MIDDLE SCHOOL	1 - 10.0 CU.YD.	CONTAINER (TRASH)	1	10.0
HIGH SCHOOL	2 -10.0 CU.YD.	CONTAINER (TRASH)	2	20.0
ATHLETIC COMPLEX	1 - 3.0 CU.YD	CONTAINER (TRASH)	2	6.0

SUMMER 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 after **7am**.

**City of Portsmouth, Portsmouth, NH
School Department Trash Disposal Services**

Insurance Requirements

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

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

- A) Workers Compensation 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 Commercial General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Commercial General Liability.

The City of Portsmouth shall be named as an additional insured and identified as a certificate holder on all policies as follows: City of Portsmouth, Attn: Legal Department, 1 Junkins Avenue, Portsmouth, NH 03801.

Contractor shall provide proof of insurance coverage satisfactory to the City of Portsmouth.

Coverages shall remain in effect for a period consistent with the Statues of Limitations under the Law of the State of New Hampshire.