

CONTRACT DOCUMENTS AND SPECIFICATIONS

for

**Portsmouth School Department
Trash Disposal Services**

RFP #47-24

Karen S. Conard, City Manager

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REQUEST FOR PROPOSALS
RFP #47-24

Sealed proposals, plainly marked "Trash Disposal Services 2024-2027" RFP# 47-24, will be accepted at the office of the Purchasing Department, Portsmouth School Department, 1 Junkins Avenue, Portsmouth, NH 03801, until Friday May 24, 2024 at 11:00 am.

The City of Portsmouth, Portsmouth School Department is seeking proposals from qualified contractors for Trash Removal Services for Six (6) Facilities commencing July 1, 2024 through June 30, 2027. The City of Portsmouth, Portsmouth School Department seeks a three-year contract with potential of a one-year extension.

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

Addendum to this request for proposal, if any, including written answers to questions, will be posted on the City of Portsmouth website under the project heading by May 20, 2024 @ 4:30 p.m. Addenda and updates will NOT be sent directly to vendors. Questions should be sent to purchasing@cityofportsmouth.com no later than May 16, 2024 by 4:00 p.m.

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

1. GENERAL INFORMATION

1.1 Services:

- A. 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. It is the City's intent that any contract resulting from this solicitation will be for three (3) years. However, the initial contract period will be for three (3) years with the option for an additional (2) two-year renewal contract with the mutual consent of the City of Portsmouth, and the Contractor. The effective date for the initial contract period will be Contract Award date to **July 1, 2027**.
- B. 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.
- C. 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.

2. PROJECT WORK SCOPE AND REQUIREMENTS

2.1

- A. The Portsmouth School Department seeks a single contractor to collect, haul and dispose of municipal solid waste for the following school facilities: Dondero Elementary School Portsmouth, New Franklin Elementary School Portsmouth, Little Harbour Elementary School Portsmouth, Middle School Portsmouth, High School Portsmouth, and Athletic Complex. The selected contractor will provide all dumpsters, trucks and other equipment to perform the services.
- B. 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.

3. SOLICITATION PROCESS INSTRUCTIONS/INFORMATION

3.1 Overview of Solicitation Process/Timeline

- A. Solicitation Release. The solicitation is available on the City's website at <http://www.cityofportsmouth.com/finance/purchasing.htm>. under the project name.
- B. Pre-proposal meeting – Not Required.
- C. Questions. All questions concerning this solicitation must be submitted in writing to purchasing@cityofportsmouth.com. All questions must be received by May 16, 2024 @ 4:00 p.m. Questions received after the deadline will not be answered.
 - 1) Questions will be answered via written addenda posted on the City website.
 - 2) It is the responsibility of the Respondent to verify that they have reviewed all addenda and other required documentation.
- D. Responses are due by the date/time specified on the **PROPOSAL**. Responses will be opened at that time. Late responses will not be considered.
- E. All responses will be reviewed and evaluated by the City of Portsmouth.
- F. It is expected that a contract will be signed and become effective by the date listed or another mutually agreeable date.

3.2 GENERAL INSTRUCTIONS

- A. By responding to this solicitation, the Contractor acknowledges that they have read and understands the information contained within this solicitation and have taken the contents into account in the preparation of the response.
- B. The cost for developing a response shall be absorbed by the Contractor.
- C. City of Portsmouth, Portsmouth School Department considers all terms and conditions to be accepted unconditionally by a Contractor unless written exceptions are made to specific clauses of this solicitation. Such exceptions may, however, be used as a basis for rejection of a response.
- D. Failure of a Contractor to follow the instructions of this solicitation may result in rejection of the Contractor's response.
- E. The Contractor certifies, by submitting a response, that neither it nor its principals are presently debarred, suspended, proposed for debarment, have been declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the City of Portsmouth, Portsmouth School Department.
- F. In the case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

3.3 FORMAT & CONTENTS OF PROPOSAL

- A. Responses should address all sections of this solicitation. The response must be in sufficient detail to allow the evaluation committee the ability to evaluate the submission. Submissions must follow the same sequence and numbering scheme used in this request for bid.
- B. Provide the following information in a single document (unless otherwise noted) with bookmarks to indicate Tab # and Title. Information should be submitted as an attachment (s) on the Quote.

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
- C. The Respondent shall provide unit pricing as called for on Unit Price Worksheet, **EXHIBIT A** and Price Proposal Form, **EXHIBIT B**.

3.4 EVALUATION COMMITTEE RIGHTS/RULES OF CONDUCT

- A. The evaluation committee expressly reserves the right to reject any and all proposals without penalty, to waive all technicalities and irregularities and deviations of proposals from this request for proposal, to decide whether a proposal does or does not substantially comply with the requirements of this request for proposal, to be the final judge as to which is the best overall proposal, and to award a contract to the Contractor whose proposal it considers to be in the best interest to City of Portsmouth, Portsmouth School Department..
- B. It is the Owner's intent to award to one (1) contractor to be available on an on-call basis as services are needed.

- C. The City of Portsmouth reserves the right to award a contract without discussion or negotiation if it determines that such an award will result in fair and reasonable prices and would be the most advantageous to the City of Portsmouth, Portsmouth School Department.
- D. In the event that the awarded Contractor refuses to enter into a contract, his/her bid will be rejected.
- E. The evaluation committee will evaluate all bids against the evaluation criteria listed in this request for bid and determine which Contractor will best meet the needs of City of Portsmouth, Portsmouth School Department.
- F. In the event that a contract acceptable to the committee cannot be executed with the top Contractor, the committee may eliminate that Contractor from further consideration. The committee may then proceed to conduct negotiations and planning sessions with the Contractor next preferred among the Contractors who have not been eliminated. Such processes will be continued until either an acceptable contract is executed or all bids have been eliminated.
- G. City of Portsmouth, Portsmouth School Department reserves the right to negotiate simultaneously with more than one Contractor.

3.5 EVALUATION CRITERIA

Evaluation criteria will be based on, but not necessarily limited to the following factors:

- A. Overall suitability of the response for current and future needs of City of Portsmouth, Portsmouth School Department
- B. Ability to deliver service in as short a time as possible
- C. Competitiveness and stability of pricing
- D. Response to, Scope of Work/Technical Specifications
- E. Financial stability and ability of Firm to fulfill the contract
- F. Proposed approach
- G. Services offered
- H. References from other companies/institutions for which your Firm has provided similar services
- I. Comprehensiveness of response
- J. Conformance of response to instructions for format and contents of the solicitation
- K. Negative findings or judgments on the basis of any one of the above criteria may result in elimination of a given response from further consideration.
- L. Proven experience working with Municipalities, schools and other City managed facilities.

4. EXECUTION OF A CONTRACT

- A. Contract
 - 1) The Owners agent listed above will work with the selected Contractor's representative(s) to develop a mutually agreeable contract.
 - 2) All terms and conditions will be taken into consideration when developing the contract as will the specific tasks and deliverables outlined in, Scope of Work/Technical Specifications.

B. Contract Terms and Conditions

1) Contractor shall guarantee their pricing structure for a specific period of time. If pricing changes, Contractor must request increase in writing, and increase must be approved by City of Portsmouth, Portsmouth School Department, in writing, with a minimum of thirty (30) days' notice.

2) Extensions

The intent to renew or not to renew the contract by either party shall be filed in writing with the Owner's Agent by May 1st for the succeeding contract year. The Owner's Agent is to be advised if that is not possible.

3) It is City of Portsmouth, Portsmouth School Department intent that the required negotiation and approvals for any extension will be completed by June 1st of the Contract year for the succeeding contract year. The Owner's Agent will represent the City of Portsmouth, Portsmouth School Department during negotiations.

4) The Contract Agreement shall be as shown in **EXHIBIT D**.

4.1 CONTRACT TERMINATION/CANCELLATION

A. The Owner may without prejudice to any right or remedy, and after giving the Contractor and its sureties written notice, terminate the contract forthwith if any of the following conditions exist:

1) If the Contractor should be adjudged bankrupt;

2) If the Contractor shall make a general assignment for the benefit of its creditors, or a receiver should be appointed over the property;

3) If the work under this contract shall be abandoned or for deficiencies not corrected within a reasonable time; and,

4) If this contract or any part hereof shall be subcontracted without previous written consent the City of Portsmouth, Portsmouth School Department.

B. The City of Portsmouth reserves the right to cancel the contract awarded to the Contractor, if in the City's judgment, performance under the contract is unsatisfactory. It is understood, however, that if at any time during the term of the contract performance thereunder is deemed to be unsatisfactory, the City of Portsmouth, Portsmouth School Department shall so notify the Contractor and demand that the Contractor shall correct such unsatisfactory conditions immediately but not more than ten (10) days from such notification. If such corrections are not made within the allotted time period, City of Portsmouth, Portsmouth School Department may terminate the contract within thirty (30) days of the initial notification date.

C. The contract will automatically terminate at the end of the initial contract period unless both parties agree to a renegotiated optional extension.

D. Either party may without prejudice to any right or remedy, and after giving the other party thirty (30) calendar days written notice, terminate the contract.

4.3 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

- A. The Contractor agrees to maintain records arising from the operation of this contract for a period of two (2) years following its termination or expiration date, unless permission to the contrary is given by the City of Portsmouth, Portsmouth School Department in writing. The Contractor agrees to provide access to its accounting information pertaining to this City of Portsmouth, Portsmouth School Department contract in the event an audit is requested.
- B. Director of Buildings & Grounds will be the designated representative for this contract and shall be the official operational contact for the Contractor. Questions of conduct, methods, quantity, quality, scheduling, etc. to this individual during the term of the contract.
- C. The Contractor will be responsible for purchasing merchandise and services and executing contracts in its own name and at its own cost and expense and on its own credit.
- D. The Contractor will be responsible for verifying that all agents, employees and subcontractors assigned to the City of Portsmouth, Portsmouth School Department projects hold current and appropriate State of New Hampshire licenses, certifications or other credentials to perform the work required as applicable to the project.
- D. The Contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel.
- G. The successful Contractor shall be fully responsible for the provision and support of goods and services required hereafter. All subcontractors hired by the Contractor must adhere to the original RFP and the terms of any resulting agreement.
- H. The Contractor, subcontractor and their employees, shall observe all City of Portsmouth, Portsmouth School Department rules and regulations that are applicable to the City of Portsmouth, Portsmouth School Department employees while on the worksite.
- I. The Contractor shall not offer employment to members of City of Portsmouth, Portsmouth School Department Staff without first notifying City of Portsmouth, Portsmouth School Department twenty-four hours in advance of the offer.
- J. The Contractor agents, employees and subcontractors will be professional and courteous in all their dealings with City of Portsmouth, Portsmouth School Department staff, as well as any other customers, contractors or individuals with whom they come in contact with in the course of providing goods or services hereunder.
- K. The Contractor shall be responsible to City of Portsmouth, Portsmouth School Department for the acts and omissions of all persons directly or indirectly employed by them.
- L. The Contractor agrees that all employees will be neatly attired and will wear visible name tags at all times.
- N. Persons employed shall be at least 18 years of age and not have a criminal conviction, unless a written waiver is granted by City of Portsmouth, Portsmouth School Department.

4.4 RIGHTS AFFORDED TO BOTH PARTIES

- A. Awarded Contractor shall indemnify and hold harmless the City of Portsmouth, Portsmouth School Department and its affiliates, trustees, officers, directors, employees and agents from and against any and all liabilities, claims, damages, awards, judgments, costs and expenses (including reasonable attorneys' fees) arising out of its negligent acts or omissions of the negligent acts or omissions of its employees, agents, contractors or affiliates. This section shall survive termination of the contract.
- B. If, because of riots, war, public emergency or calamity, fire, earthquake, Acts of God, government restriction, labor disturbance or strike, business operations at the Portsmouth School department shall be interrupted or stopped, performance of this contract, with the exception of moneys already due and owing shall be suspended and excused to the extent commensurate with such interfering occurrence, and the expiration date of the contract may be extended for a period of time equal to the time that such default in performance is excused.
- C. The contract shall be governed by and construed in accordance with the laws of the State of New Hampshire. In the event any provision of these terms and conditions shall be declared illegal or unenforceable by a competent court within this jurisdiction the remaining provisions shall remain in full force and effect. Any litigation related to this agreement will be brought and maintained in courts within the State of New Hampshire.
- D. This contract is one of specialized service. Neither party may assign this contract without the written consent of the other party; and any assignment attempted without such consent shall give the other party the immediate right to cancel this contract except that the Contractor may assign this contract with the consent of Owner to any subsidiary or affiliate of the Contractor or any corporation into which the Contractor or its successor may be merged, converted or consolidated, or which may otherwise succeed to substantially all of its assets; but the Contractor shall during the term hereof remain liable for its obligation hereunder.

4.5 INSURANCE REQUIREMENTS

Within ten (10) business days after the Owner mails, emails, sends a fax transmission or delivers a Notice of Acceptance, Agreement or Purchase Order, or prior to beginning work onsite, whichever is sooner, the successful Contractor shall deliver to the Owner the Certificate of Insurance as specified in the COP Insurance Requirements.

4.6 PAYMENT BOND AND PERFORMANCE BOND - NOT REQUIRED

4.7 MEDIATION

- A. In the event the parties are unable to resolve a dispute, controversy or claim arising under this agreement, then either party may give written notice to the other party of its intention to mediate. Any dispute arising under this Agreement may be settled by mediation in the State of New Hampshire in accord with such.

- B. If the dispute has not been resolved through mediation within thirty (30) days after the written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the parties shall be free to litigate the matter.
- C. In the event of any mediation or litigation arising under this Agreement, each party shall be responsible for its own costs and expenses arising therefrom, including any and all attorney's fees. Neither party shall seek reimbursement from the other party.

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

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 (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.

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

Coverage requirements can be met with excess policies

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

- 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 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.

- A) The contractor's insurance shall be primary in the event of a loss.
- B) 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 City of Portsmouth's general supervision of the contractor.
- C) 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

NOTICE OF INTENT TO AWARD

Date:

To:

IN AS MUCH as you were the low responsible bidder for work entitled:

RFP #47-24 Portsmouth School Department Trash Disposal Services

You are hereby notified that the City intends to award the above referenced project to you.

Immediately take the necessary steps to execute the Contract:

- 1) Provide required bonds and proof of insurance within ten (10) calendar days from the date of this Notice.
- 2) Initiate the security clearance requirements with the Portsmouth Police Department

The City reserves the right to revoke this Notice if you fail to take the necessary steps to execute this Contract.

City of Portsmouth, Portsmouth School Department
Portsmouth, New Hampshire

Title:

NOTICE TO PROCEED

DATE:

RFP #47-24 Portsmouth School Department Trash Disposal Services

TO:

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK IN ACCORDANCE
WITH THE AGREEMENT DATED, _____

CITY OF PORTSMOUTH, N.H.

BY: Kenneth Linchey

Director of Buildings & Grounds

ACCEPTANCE OF NOTICE

RECEIPT OF THE ABOVE NOTICE TO
PROCEED IS HEREBY ACKNOWLEDGED BY

This the _____ day of _____ 20__

By: _____

Title: _____

SCOPE OF WORK AND REQUIREMENTS

1. Contractor shall collect, haul and dispose of municipal solid waste for the following school facilities: Dondero Elementary School Portsmouth, New Franklin Elementary School Portsmouth, Little Harbour Elementary School Portsmouth, Middle School Portsmouth, High school Portsmouth, Athletic Complex. 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 Director of Buildings & Grounds.
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.

Haul and Container Requirements

School Year Year 1 - August 11, 2024 to June 30, 2025: 45 Weeks
 Year 2 - August 117, 2025 to June 30, 2026: 45 weeks
 Year 3 - August 17, 2026 to June 30, 2027: 45 Weeks

A. SCHOOL	QTY #/SIZE	DESCRIPTION	PICK-UPS PER WEEK	TRASH CU.YDS.
DONDERO SCHOOL	1 - 10.0 CU.YD.	CONTAINER (TRASH)	1	10.0
LITTLE HARBOUR SCHOOL	1 - 10.0CU.YD.	CONTAINER (TRASH)	1	10.0
NEW FRANKLIN SCHOOL	1 -10.0 CU.YD.	CONTAINER (TRASH)	1	10.0
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 - 4.0 CU.YD.	CONTAINER (TRASH)	2	8.0

PICK UP SCHEDULE:

- Little Harbour, Dondero, and New Franklin on Tuesday after **7am**.
- Middle School on Tuesday and Friday after **7am**.
- High School Dumpster on Monday, Wednesday, and Friday after **7am**.
- Athletic Dumpster on Monday and Friday After **7am**.
- ** Athletic Complex Dumpster December Through March will be dumped once a week.

Summer Schedule Year 1 - July 1, 2024 to August 19, 2024: 7 Weeks
 Year 2 - July 1, 2025 to August 18, 2025: 7 Weeks
 Year 3 - July 1, 2026 to August 16, 2026: 7 Weeks

A. SCHOOL	QTY #/SIZE	DESCRIPTION	PICK-UPS PER WEEK	TRASH CU.YDS
DONDERO SCHOOL	1 – 10.0 CU.YD.	CONTAINER (TRASH)	1	10.0
LITTLE HARBOUR SCHOOL	1 - 10.0CU.YD.	CONTAINER (TRASH)	1	10.0
NEW FRANKLIN SCHOOL	1 - 10.0 CU.YD.	CONTAINER (TRASH)	1	10.0
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 - 4.0 CU.YD	CONTAINER (TRASH)	2	8.0

SUMMER PICK UP SCEHDULE:

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

EXHIBIT A

SCHOOL YEAR UNIT PRICE WORKSHEET

Year 1 - August 19, 2024 to June 30, 2025; 45 weeks
 Year 2 - August 18, 2025 to June 30, 2026; 45 weeks
 Year 3 - August 16, 2026 to June 30, 2027; 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	\$	\$	\$
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 - 4.0 CU.YD.	CONTAINER (TRASH)	2	8.0	\$	\$	\$
B. SUBTOTALS:					\$	\$	\$

**** Athletic Complex Dumpster will dumped once per week during December and returned the first Monday in March if the contractor chooses to but is not required to dump during this time frame.**

SUMMER SCHEDULE UNIT PRICE WORKSHEET

Year 1 - July 1, 2024 to August 18, 2024; 7 weeks
 Year 2 - July 1, 2025 to August 17, 2025; 7 weeks
 Year 3 - July 1, 2026 to August 17, 2026; 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	\$	\$	\$
LITTLE HARBOUR SCHOOL	1 - 10.0CU.YD.	CONTAINER (TRASH)	1	10.0	\$	\$	\$
NEW FRANKLIN SCHOOL	1- 10.0CU.YD.	CONTAINER (TRASH)	1	10.0	\$	\$	\$
MIDDLE SCHOOL	1-10.0CU.YD.	CONTAINER (TRASH)	1	10.0	\$	\$	\$
HIGH SCHOOL	2 -10.0 CU.YD.	CONTAINER (TRASH)	2	20.0	\$	\$	\$
ATHLETIC COMPLEX	1 - 4.0 CU.YD	CONTAINER (TRASH)	2	8.0			
SUBTOTALS:					\$	\$	\$

EXHIBIT B
TRASH PRICE PROPOSAL

Combined Annualized Price Quotation:

Year 1; (Combined); 2024-2025		
School Year Weekly Price	\$ _____ x 45 weeks	= \$ _____
Summer Weekly Price	\$ _____ x 7 weeks	= \$ _____
Total Year 1		\$ _____
Year 2; (Combined); 2025-2026		
School Year Weekly Price	\$ _____ x 45 weeks	= \$ _____
Summer Weekly Price	\$ _____ x 7 weeks	= \$ _____
Total Year 2		\$ _____
Year 3; (Combined); 2026-2027		
School Year Weekly Price	\$ _____ x 45 weeks	= \$ _____
Summer Weekly Price	\$ _____ x 7 weeks	= \$ _____
Total Year 3		\$ _____
Year 1, 2 & 3 (Combined)	Total	\$ _____

EXHIBIT C

STATEMENT OF QUALIFICATIONS

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

1. Name of Contractor
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 business under your present name; also state names and dates of previous firm names, if any.

7. In the last five years, has Contractor ever been terminated from a contract or project?

___ (no) ___ (yes).

If so, where and why? _____

8. In the last five years, has Contractor ever been a party to litigation related to the quality or timeliness of Contractor's work?

___ (no) ___ (yes).

If so, where and why? _____

9. List the most important contracts entered into by Contractor in the last year (Identify contracting party and term of contract).

STATEMENT OF QUALIFICATIONS CONTINUED

10. List your key personnel available for this contract.

11. The Contractor shall provide three references

EXHIBIT D

Contract for Trash Removal Services

THIS AGREEMENT is made as of the ____ day of _____ in the year 20__ 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 Portsmouth School Department Director of Building’s & Ground’s, or their authorized representative, will act as the Owner’s representative and contact.

ARTICLE III - TERM – This contract will commence July 1, 2024 and end on June 30, 2027 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.

ARTICLE VIII – NONDISCRIMINATION- Any entity that enters a contract for goods or services with the City of Portsmouth or any of its boards, agencies and departments and any recipient of city funds shall:

- a) Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting, or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
- b) Not discriminate in the performance of the contract on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

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

ARTICLE XI - 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 XII - 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 themselves, their 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: _____

By: _____

Karen Conard

Printed Name: _____

City Manager

Title: _____