

**DEPARTMENT OF PUBLIC WORKS ADDITONS  
HOUSEHOLD HAZARDOUS WASTE COLLECTION**

**REQUEST FOR PROPOSALS**

**RFP # 54-24**

**Karen S. Conard, City Manager  
City of Portsmouth, NH**

**Department of Public Works**

CITY OF PORTSMOUTH, NH  
DEPARTMENT OF PUBLIC WORKS

**RFP# 54-24 Household Hazardous Waste Collection Services**

**INVITATION**

**Sealed proposals, plainly marked with “Household Hazardous Waste Collection Services RFP # 54-24 on the outside of the mailing envelope, as well as sealed NON- PRICE PROPSOSAL envelope and the sealed FEE PROPOSAL** envelope, addressed to the Finance/Purchasing Department, City Hall, 3<sup>rd</sup> Floor, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until 2:00 p.m. on July 22, 2024.

**SCOPE OF SERVICES**

The City of Portsmouth is requesting written proposals from qualified firms for Household Hazardous Waste Collection Services for at a minimum two collection events; one to be held in the Fall of 2024 and the other to be held in the Spring of 2025.

Specifications may be obtained by visiting the Finance/Purchasing Department section of the City of Portsmouth website: [www.cityofportsmouth.com/finance/purchasing.htm](http://www.cityofportsmouth.com/finance/purchasing.htm). All questions regarding this RFP must be submitted by email to [purchasing@cityofportsmouth.com](mailto:purchasing@cityofportsmouth.com). Questions will be accepted until 4:00 p.m. July 8, 2024. Addenda to this bid document, if any, including written answers to questions, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the project heading. Addenda and updates will NOT be sent directly to vendors.

The City of Portsmouth 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 City.

NOTE: Contractor shall state its understanding that the City of Portsmouth has applied and been awarded grant funds available from the New Hampshire Department of Environmental Services (NH DES) and will make reasonable efforts to cooperate in meeting all the terms and conditions of NH DES. (To the extent the City of Portsmouth is aware of the existing terms and conditions of those grant funds, those conditions are included as Exhibit B to the Service Agreement.)

REQUEST FOR PROPOSAL

HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

INTRODUCTION

Sealed proposals, plainly marked with “Household Hazardous Waste Collection Services RFP # 54-24 on the outside of the mailing envelope, as well as sealed NON- PRICE PROPOSAL envelope and the sealed FEE PROPOSAL envelope, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until 2:00 p.m. on July 22, 2024.

**PROJECT DESCRIPTION AND SCOPE:**

The purpose of this service is to conduct two collection days of household hazardous waste at the City of Portsmouth Department of Public Works (DPW) facility at 680 Peverly Hill Road; one to be held in the Fall of 2024 and the other to be held in the Spring of 2025.

**Work Plan**

The following plan describes how the City of Portsmouth and the Contractor have handled the household hazardous waste collection activities in the past on the collection day. Contractor shall provide technical assistance compatible with the collection program outlined below. In addition, Contractor may propose an alternate collection and disposal program. The City is interested in making improvements to its program, i.e. enhanced service to residents and cost savings to the City. Contractor’s alternate proposal shall clearly detail material flow and all costs itemized.

**Material Flow**

On the day of the collection event, Contractor shall set up at the City’s designated drop-off site. Contractor shall post signs directing participants to the reception area. City representative(s) shall meet the incoming vehicle and elicit general information from the participant (e.g. town of residence, types of wastes). The participant then drives to the collection area where the waste material shall be removed from the vehicle and taken to the handling tables by Contractor representatives. **At this point the Contractor takes custody of the waste, known and unknown.** Once all waste material is removed, the participant shall be directed towards the exit.

At the time the waste is removed from the participant's vehicle by representatives of the Contractor and handed over the "hot line," the Contractor shall segregate known wastes from unknown wastes. Separate tables shall be used. Known waste shall be transferred from its table to one of the three repackaging tables: solvents, corrosives, and pesticides and/or poisons. The Contractor's personnel shall staff the tables, repackaging the waste as necessary, record information about those wastes for manifest purposes and containerize the wastes in appropriate drums. The wastes shall be packaged on-site so that it may be properly disposed of, e.g., as lab packs, etc. All paints accepted shall be bulked on site.

Unknown wastes shall be transferred from the collection table to the analysis area by the Contractor. The Contractor shall conduct such chemical analysis on these wastes as Contractor deems necessary to determine appropriate classification. Following classification, those wastes shall then be packaged at the collection site for transportation to an authorized hazardous waste facility.

All consolidation containers shall be filled prior to sealing. Once a container, i.e. a drum, has been filled with waste, it shall be properly closed and transferred to the box trailer for temporary storage (to be transported from the collection site by the end of the collection workday). Manifests shall be initiated by the Contractor. Upon completion of the collections at the end of the day, the vehicle shall transport the wastes to an authorized storage, treatment and/or disposal facility. No drums shall leave the Site until they are properly manifested and packaged.

### **Personnel Requirements/Duties**

Reception Area: City personnel shall be present at the reception area. Their task shall be to compile the initial information, screen participants, and direct vehicle traffic to the proper location.

Collection Area: Contractor personnel shall be present at the collection area. They shall unload the waste material from the vehicles. They shall then transfer the wastes to the "known" and "unknown" tables as appropriate.

The Contractor's Project Manager shall supervise and assist with the offloading of the wastes. If questions or disputes regarding wastes to be disposed of arise, the City Coordinator shall be consulted as soon as possible.

In summary, the total minimum numbers of Contractor personnel required are as follows:

- 2 Safety Office/Chemists
- 5 Recovery Technicians

One of the above personnel shall also be designated the on-site Company's Safety Officer.

Problem resolution: All contract problems shall be resolved between the Project Manager for the Contractor and the designated City Representative.

Equipment: To facilitate traffic movement of participants and assure swift flow and repackaging of wastes, the Contractor shall provide the following equipment:

#### Collection Area:

- Tables (8' X 4') – a minimum of 3
- Polyethylene - to underlie the tables
- 5 Chairs

#### Handling Area:

- Tables (8' X 4') - a minimum of 3
- Polyethylene - To underlie and cover the tables
- 3 Chairs

#### Analytical Area:

- Lab Trailer, Lab Station with cover or other chemical analysis workstation

#### Miscellaneous:

- Box Trailer w/ power tailgate
- Eyewash unit

Banner tape  
Rack truck  
Decontamination buckets  
Portable Shower  
Fire extinguishers

Expendable Supplies (for Contractor)

Tyvek suits  
Soda ash  
Half face respirators w/ organic vapor cartridges  
Pesticide cartridges  
Gloves - surgical and butyl nitrile  
Boots  
Labels - DOT warning, hazardous  
DOT approved containers  
Vermiculite or speedi dry for lab pack  
Speedi dry for spills  
Logging sheets  
Eyewash  
Pencils and pens  
Clipboards  
Decontamination liquids

## Site Safety, Spill Response and Emergency Evacuation Plan

**The Contractor shall be responsible for ensuring safety at the site during the household hazardous waste collection event.**

It is extremely important that in the handling of household hazardous wastes, extreme caution be taken to prevent any accidents, spills, or fires. With unprotected citizens on or near the Site dropping off their hazardous waste, serious consequences could result from any mishap. The Contractor's Safety Officer shall therefore be required to implement a safety plan at a minimum as described herein and provide assurances that all Contractor and City personnel are familiar with the safety precautions, spill cleanup procedures, and evacuation steps. The Contractor's Safety Officer is also responsible for notifying and coordinating spill, release or fire response with the local on-scene fire department and the City Coordinator.

For the purpose of assigning levels of personal protection, each collection site will be divided into three distinct sections, each requiring specific personal protection and safety requirements.

1. Waste Handling Area - This area encompasses all "active" areas of the waste collection site, i.e. locations where waste materials are being examined, analyzed, packaged and/or opened. The Waste Handling Area encompasses those areas where **the waste becomes the responsibility of the Contractor**, i.e. known and unknown waste stations, drum packing stations and the analytical station. The Contractor shall provide Level C personal protective equipment for persons working within this area. Level C protective equipment includes:

Half face air purifying respirator with organic vapor or pesticide cartridges  
Chemical protective coveralls, i.e. Tyvek suits

Gloves, inner (surgical)  
Gloves, outer chemical protective  
Boots, chemical protective  
Full face shields

2. Collection Area - These are locations within the collection site where wastes are being accepted from homeowners, and wastes are being presented to the Contractor for packaging and/or analysis. It will be the responsibility of the Contractor to provide protective equipment for personnel working in this area. Such individuals will be provided with Level D personal protective equipment which is defined as:

Coveralls, cotton, or Tyvek suits (waste receiving area)  
Gloves  
Boots or safety shoes  
Safety glasses (when handling wastes)  
Air purifying respirator (readily available)

3. Clean Area - The City Coordinator shall designate a location at the Site as a "clean area". It is only within this area that City personnel and contractual personnel will be allowed to take breaks and/or eat meals. There will be absolutely no smoking permitted during the hours of operation anywhere on the Site. The area will be located away and upwind of receiving and packaging areas. All personnel shall remove protective equipment and wash before entering this area.

## **Safety Procedures**

It is the responsibility of the Contractor's safety officer to enforce at a minimum the following practices. The Contractor shall adopt additional safety measures as may be required by law or as deemed appropriate by the Contractor to ensure a safe program.

1. Eating, drinking, chewing gum or tobacco, smoking or any practice that increases the probability of hand to mouth transfer and ingestion of material is prohibited in any area where the possibility of contamination exists.
2. Hands and face must be thoroughly washed upon leaving the work area and before eating, drinking or before any other activity takes place.
3. The entire body should be thoroughly washed whenever emergency decontamination procedures for outer garments are in effect. The washing should occur as soon as possible after the final wearing of protective garments.
4. No facial hair that interferes with a satisfactory fit of the mask to face seal will be allowed on personnel required to wear respiratory protective equipment.
5. Unnecessary contact with contaminated or suspected contaminated surfaces should be avoided. Whenever possible, avoid walking through puddles, mud and other discolored surfaces, kneeling on ground, leaning, sitting or placement of equipment on drums, containers, vehicles and the ground.
6. Medically prescribed drugs by personnel on response operations where the potential for absorption, inhalation or ingestion of toxic substances exists should only be used after consultation with a qualified physician. Alcoholic beverage and marijuana intake is prohibited.

## **Spill Response and Evacuation Procedures**

The Contractor's safety officer and other contractual personnel shall be responsible for coordinating the rapid response and thorough cleanups of all spills that may occur at the collection site. The Contractor shall follow a recommended and accepted response and cleanup procedures such as those outlined in Hazardous Materials [2000] Emergency Response Guidebook - UDDOT and Sax's Dangerous Properties of Industrial Materials, 3 Vol. Set, (Current Ed.). All spill cleanup material shall be handled and disposed of properly as hazardous wastes.

In the event of a spill, release or fire, the evacuation plan as established during the morning safety meeting shall be affected. Predetermined evacuation routes are to be developed by the Contractor's designated Safety Officer after consultation with the City Coordinator. As necessary, the Fire Department may amend the plan during a response. Contractor, City Coordinator and Fire Department will work in conjunction to determine appropriate response.

Contractor may propose an alternate Site Safety, Spill Response and Emergency Evacuation Plan for approval. If Contractor proposes an alternate plan, it shall be submitted to the City's designated representative no later than 30 days prior to the collection event.

## **DESCRIPTION OF THE PROCUREMENT PROCESS**

Proposals shall be submitted in two separate parts-technical proposal and fee proposal.

Request for Proposals – Submittals at a minimum shall consist of the following:

### **1. Technical Proposal**

- a. Description of Firm  
Brief description of the firm including location of corporate headquarters and potential satellite office proposed to manage this project.
- b. Statement of Project Requirements  
Stated in succinct terms, the consultant's understanding of what is required by this Request for Proposal. Describe the Contractor's approach and technical plan for accomplishing the work listed herein. The Contractor is encouraged to elaborate and improve the tasks listed in this RFP document; however, the Contractor shall not delate any required scope task.
- c. Scope of Services  
Describe in narrative form the consultant's approach and technical plan for accomplishing the work listed herein. The consultant shall provide a detailed summary of how it will develop the required tasks in accordance with the concerns and criteria listed herein.
- d. Team  
Provide the names, with their resumes, of all professional members of the team. Each team member's educational and experience background and specific skills shall be included. The project manager and MEP subcontractor shall be clearly identified.
- e. Relevant Experience  
Provide the details of experience and past performance of the consultant on comparable projects for all utilities. This item should cover, at a minimum, the substantive nature of comparable projects. Consultants are required to give sufficient information on their experiences to permit

the City to understand and verify the exact nature of the contributions made by the consultant to the projects listed.

f. Commitments

Provide a discussion of how the consultant will ensure adequate and timely completion of this project. A description of the consultant firm's overall capability and assurance that it can meet its commitment to successfully complete this project.

g. Project Schedule

Provide a project schedule itemized by construction activity for completing the scope of work.

h. References

Provide the name, title, locations, and phone number of persons who can substantiate the consultant's referenced experiences.

i. Costs

The consultant shall submit a total project cost itemized by:

- Set-up fee (*if any*); Contractor shall state separately the site set up fee that is in addition to the volume fees listed below.
- Volume Fees: Contractor shall use the Proposal Price Form to list prices, container types and sizes. Contractor may add groupings and should propose fee structure for disposing of other hazardous waste. **Contractor shall state clearly which of the classifications will be consolidated and which will be lab packed.** It is expected that the contractor selected will bill the City according to this price list, categories of waste, container types and sizes. If unit of pricing is other than clearly defined, Contractor shall clearly state the equivalent capacity for comparison purposes
- The technical and educational assistance fee

j. Comparable Projects

Description of three (3) similar design build projects and role of key staff in each project.

k. Relevant Certificates

Provide *all* relevant certificates certifying Contractor is legally competent to collect, transport, store and dispose of hazardous waste. If hazardous waste is transported or managed at facilities located outside the State of New Hampshire, relevant EPA and/or other State certificates shall also be submitted.

who can substantiate the consultant's referenced experiences.

l. Costs

The consultant shall submit a total project cost itemized by CSI specification divisions, which include all design costs and General Conditions fees. Proposals shall be submitted in two parts as described in the Invitation on page 1.

m. Comparable Projects

Description of three (3) similar design build projects and role of key staff in each project.

## 2. **Fee Proposal**

In a separate envelope labeled "**Fee Proposal RFP #54-24**" submit costs itemized by design task, General Conditions costs, and hourly rates for project staff, as outlined in the Fee Proposal Form attached as **Exhibit A**.

### Additional Information:

Contractor shall provide technical and educational assistance compatible with the City's household hazardous waste collection program. A summary of the type of educational material; how the education and/or the



material may be imparted and disseminated to the targeted audience shall be detailed. The educational component of this RFP shall be listed separately (broken out) from the collection and disposal cost proposal.

The Contractor is invited to make recommendations to modify the Scope of Services if, based on its experience, there are improvements to be made to the practice outlined therein. For example, establishing a temporary storage site and providing quarterly collection services. The Contractor should, however, state whether or not it is willing to fulfill the Scope of Services as presently envisioned.

Contractor shall clearly list any stipulations or qualifications regarding pricing or material breakdown including additional disposal fees for out of state disposal or incineration.

Contractor must be prepared to keep a current and running dollar charge so that the City's Project Manager can determine a cut off time or cut off number of vehicles before the proposed closing time.

Contractor shall provide technical and educational assistance compatible with the City's sustainability initiatives. The City of Portsmouth has a longstanding commitment to the principles of sustainability, which includes reducing negative impacts on our natural resources. To that end, Contractor is invited to participate with the City in educating its residents about hazardous waste, how to reduce the use of hazardous materials; how hazardous waste is properly disposed of; and what the Contractor is doing to provide for the safest means of disposal.

The target audience for the educational information/material is the general public/the residents of Portsmouth, Newington, and Greenland. Most likely the educational information will be most effective if targeted to the adult regarding information about minimizing hazardous waste and/or how hazardous waste is properly handled and disposed. A proposed summary of the type of educational material; how the education and/or the material may be imparted and disseminated to the targeted audience shall be detailed.

Technical and educational assistance from the Contractor may be directly provided by the Contractor or by the Contractor's public relations firm (in house or consultant). It is expected that the Contractor will work in conjunction with the City's designated representative in producing and distributing the public relations/educational material.

### **Submission of Written Qualifications**

The Selection Committee will review and evaluate the written responses to the RFP. Consulting firms making proposals must respond in writing to all requirements of this RFP. Responses should reflect detailed considerations of the issues and opportunities presented by this specific project. Any other information deemed relevant by the proposing firm should be included after the items listed below.

### **Delivery of Proposals**

Proposals received after the deadline will be rejected and returned to the proposing firm, unopened. Faxed or emailed proposals are NOT ACCEPTABLE.

### **Proposal Evaluation**

Proposals will be evaluated according to the following:

1. The consultant's understanding of the City's needs, objectives, goals to be achieved, and the work

- involved in the project. - 20 pts
2. The consultant's ability, capacity, and skill to perform within the specified time limits - 30 pts
  3. The consultants experience reputation, efficiency, judgement, and integrity - 20 pts
  4. The consultants' proposal has been prepared per the instructions of the RFP, providing a project description and scope of work, schedule, list of similar projects, company profile, personnel to be assigned, and references. Client references should include the names of individuals and telephone numbers. 30 pts

Upon review of all responsive proposals using the criteria outlined above, the City may select up to three (3) firms to interview.

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

The City reserves the right to undertake such investigation as it deems necessary to evaluate the qualifications of the Contractor and to evaluate their submittal. Firms may be asked to submit releases as part of the investigation and review of qualifications. Failure to provide a release if requested will result in disqualification.

The City, at its discretion, may select a firm outright or select one or more finalist(s) for in person and/or virtual interviews.

### **Selection**

The Fee proposal of the highest scoring candidate shall be opened, and the proposer will be invited to negotiate a contract with the City of Portsmouth. Should the City and the selected firm not be able to reach an agreement, the city will then negotiate with the second highest scoring firm. The City reserves the right to stop the selection process at any time before the contract is awarded.

There will be no reimbursement to any candidate firm if the selection process is ended. The contract shall include among other items a requirement that the Contractor carry certain insurance policies naming the City as an additional insured. The successful Proposer shall be supplied with the available site information.

### **Contract Documents**

Upon selection, the highest-ranking firm will be invited to enter into contract negotiations with the City. When the contract is executed by both parties, the Contractor will be instructed to commence providing the work outlined in the contract. Proposed Contract is attached as **Exhibit B**.

### **Nondiscrimination**

Any entity that enters a contact for goods or services with the City of Portsmouth or any of its boards, agencies and departments and any recipient of City funds shall:

1. 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.
2. 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, ender expression, or marital or familial status.

EXHIBIT A

**Proposal Price Form**

GROUP	UNITS	PRICE PER UNIT	TOTAL PRICE
SITE SET UP FEE			
Paint Related Material Y3 Box*	29		
Resins & Adhesives Flex Bins*	2		
Bulk Flammable Liquids 55 Gallon Drums	8		
Flammable Solid 5 Gallon Drum	1		
Lab pack Chemicals for Incineration 55 Gallon Drum	18		
Lab pack Chemicals for Treatment 55 Gallon Drums Y3 Box 5 Gallon Drum	22 2 1		
Oxidizing 55 Gallon Drum	2		
Mercury 5 Gallon Drum	1		
Aerosols 55 Gallon Drums	8		

Pesticide - Liquid 55 Gallon Drums	8		
Pesticide - Solid 55 Gallon Drums	10		
Lithium Batteries and Nickel, Magnesium Alkaline Batteries 5 Gallon Drums	2		

\* Contractor shall supply prices for all drum sizes and minimum per pound rate if any.

The units above are based on the City's previous HHW collection event. For comparison purposes, 1 flex bin equals 4-55-gallon drums and 1 Y3 Box equals 174 gallons. Quantities may increase or decrease.

Other Wastes: Contractor shall be required to accept only those wastes for transportation and disposal that are Household Hazardous Wastes as defined in New Hampshire Hazardous Waste Rules Env-Ws 100 Chapter "Definitions" in accord with the prices proposed above. Due to the regulations and the varied characteristics of the waste being collected and disposed of, however, not all hazardous waste items can be listed. Further, instances may arise where the Contractor may misidentify a household hazardous waste in the first instance and/or a secondary characteristic is identified after the hazardous waste has been accepted. In order to provide participating residents with practical hazardous waste disposal services, manage the disposal cost for the City, and allow for legitimate cost effective service from the Contractor, Contractor shall provide a pricing structure for those items that may be brought to a household hazardous waste event, i.e. compressed gas cylinder (non-propane), acids, ethers, asbestos, road flares, fire extinguishers, etc. and not covered by the above pricing. For example, Contractor may propose a markup of a certain percentage based on the cost of disposal.

Other Wastes:  
 \_\_\_\_\_  
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Technical & Educational Assistance		

Provide description of technical and educational assistance: \_\_\_\_\_

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**EXHIBIT B**  
**TASK ORDER CONTRACT**

THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between the City of Portsmouth, New Hampshire with a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire 03801 (hereinafter "Owner") and ("Contractor").

**ARTICLE I - SCOPE OF WORK** - This Agreement establishes the scope of services, schedule of work, and fees for work needed at the Household Hazardous Waste collection event(s) at the Portsmouth DPW Facility at 680 Peverly Hill Road, Portsmouth, NH 03081. Work for this event is highlighted generally in the proposal under Exhibit A, from The Contractor's proposal, and will include, at a minimum, the work outlined there. The Contractor shall provide, at its expense, all labor, materials, equipment, and incidentals as may be necessary for the expeditious and proper execution of the Work.

**ARTICLE II - CONTRACT TIME** – This Contract is for services rendered for an event or events taking place Fall of 2024 and beyond, according to initial Bid and The Contractors accepted proposal.

**ARTICLE III – PROJECT COORDINATION** - The City’s designated representative will act as project manager in connection with Consultant for timely completion of the scope of work.

**ARTICLE IV - CONTRACT PRICE** - Owner shall pay Contractor for performance of the Work in accordance with the agreed upon unit rates set forth in Contractor’s proposal. Owner understands and acknowledges that the estimated grand total of \_\_\_\_\_ refers to the total of line-item costs with estimated base quantities of the estimated collection and that **the total may increase based upon variations in item quantities of waste collected for the event**. Consultant shall be required to submit a detailed itemized collection list with the invoice.

**ARTICLE V - PAYMENT - CONSULTANT** shall provide an invoice detailing work performed and estimated percentage of task completion for City approval. Invoices shall be payable net 30 days from receipt by the Owner. Owner shall make payment to Contractor within 30 days if all conditions on the scope of work have been met.

**ARTICLE VI - BOND REQUIREMENTS** - None required for this project work.

**ARTICLE VII - CONTRACT DOCUMENTS** - The Contract Documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- 8.1 This Contract
- 8.2 Contractor's Bond (if any)
- 8.3 Scope of Work and Schedule, Exhibit A
- 8.4 General Requirements, Exhibit B
- 8.5 Insurance Requirements

8.6 Grant conditions (if any), Exhibit B

**ARTICLE VIII-TERMINATION FOR DEFAULT-** Should contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work with promptness and diligence, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election, and enter on the premises and take possession, for the purpose of completing the Work included under this Agreement, of all the materials, tools and appliances belonging to Contractor, and to employ any other persons to finish the work and to provide the materials therefore at the expense of the Contractor.

**ARTICLE IX - INDEMNIFICATION OF OWNER -** 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 negligent performance of its obligations under this Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorneys' fees, and will satisfy any judgment rendered against Owner in such action.

**ARTICLE X- PERMITS -** Unless otherwise part of the contracted scope of work, the City will secure 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 XI - INSURANCE -** The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the Contract.

**ARTICLE XII - CONFLICTS/CONTROLLING PROVISIONS -** If there are any inconsistencies in provisions between the Task Order Contract and any attachments, the provisions in this Task Order Contract shall control.

**ARTICLE XIII – NONDISCRIMINATION:**

- A. Any entity that enters into a contact for goods or services with the City of Portsmouth or any of its boards, agencies and departments and any recipient of city funds shall:
- B. 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.
- C. 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 XIV - MISCELLANEOUS:**

- A. 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.
- B. Owner and Contractor each bind 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.
- C. The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.
- D. The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof.
- E. Venue for any dispute shall be the Rockingham County Superior Court unless the parties otherwise agree.
- F. The Contractor shall provide The Owner with the required New Hampshire state exemption code for submission by The Owner to the State of New Hampshire.

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

**CONTRACTOR:**

**BY:** .....

**TITLE:** .....

**CITY OF PORTSMOUTH, N.H.**

**BY:** \_\_\_\_\_

**Karen Conard, City Manager**



**EXHIBIT A**

**CONTRACTOR'S PROPOSAL**

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## **EXHIBIT B**

### **GENERAL REQUIREMENTS:**

- (a) The Contractor shall provide an employee or agent of the Contractor (the "Site Chemist") trained in the identification and handling of all hazardous and acutely hazardous waste as defined by State and Federal laws and regulations (collectively "wastes"), and such additional employees or agents and such materials and equipment as are necessary to handle, contain, label, load, and transport for reuse, recycling or disposal the wastes out of the City in a manner conforming to State and Federal laws and regulations.
- (b) The City shall provide a representative of the City (the "City Coordinator") duly authorized to carry out the duties specified throughout this agreement. The City shall also provide a sufficient number of appropriate solid waste containers at the Site to handle all non-hazardous waste and trash generated at the Site, at its own cost.
- (c) The Contractor shall be required to accept only those wastes that are Household Hazardous Wastes as defined in New Hampshire Hazardous Waste Rules Env-Ws 100 Chapter "Definitions".
- (d) The Contractor shall transport from the City all waste which it has accepted at the Site to appropriately licensed.
- (e) hazardous waste facilities for legal reuse, recycling or/and proper disposal.
- (f) Transporter(s) are to be licensed and fully insured to transport such waste.

### **GRANT REQUIREMENTS:**

The household hazardous waste collection contract shall include, as a minimum, the following provisions:

- (a) The Contractor shall handle all household hazardous wastes collected at the project site as hazardous wastes and shall comply with all state and federal laws and regulations governing hazardous waste, including but not limited to, the provisions of RSA 147-A and Chapter Env-Wm 100 through Chapter Env-Hw 1000 involving hazardous waste safety standards, transportation requirements, and requirements for proper generation, treatment, storage, and disposal of hazardous wastes. Said requirements shall include RSA 147-A, Chapter Env-Hw 100 through Chapter Env-Wm 1000, and those of the state(s) through which and to which the waste has been sent.
- (b) The Contractor must act as the generator of the hazardous wastes that it collects at the project site and that the contractor must sign the Project's manifest forms as such generator.
- (c) The Contractor must have all necessary permits and licenses to handle and transport hazardous wastes in New Hampshire and other states associated with the conduct of the project.

- (d) The Contractor may not assign or subcontract any of the duties to be performed under the contract without prior written approval by the Grantee and by the NH Department of Environmental Services. Further, that any additional Subcontractor must also have all necessary permits and licenses to carry out the functions that are the subject of the subcontract.
- (e) The Contractor shall, at its sole expense, obtain and maintain in force, and shall require all Subcontractors to obtain and maintain in force, comprehensive public liability insurance against all claims of bodily injuries, death, or property damage, in amounts and terms complying with, at a minimum, all applicable state requirements for hazardous waste transporters, including NH Code of Administrative Rules Env-Hw 603.12. Such policies shall cover the State and the Grantee as additional insured parties and shall comply, in form and substance, with all applicable provisions of the NH Liability Insurance Act, RSA Ch. 412, and the rules thereunder.
- (f) The Contractor shall transport all household hazardous wastes collected at the project site to an authorized treatment, storage, or disposal facility. Said facility shall be in compliance with appropriate state and federal requirements.
- (g) The Contractor shall adhere to a work plan and a site safety plan, such plans may be reviewed by the Department.

#### **INSURANCE REQUIREMENTS:**

- (a) The Contractor shall purchase and maintain through completion of the work comprehensive general liability and automobile and truck liability insurance as will protect the Contractor from all claims and liabilities for damages for bodily injury and, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by the Contractor or by anyone directly or indirectly employed by the Contractor. Such coverage shall be in the amount of at least 2 MILLION for each occurrence and general aggregate and include pollution liability coverage. The contractor shall also maintain such additional insurance as may be required by the State of New Hampshire for hazardous waste transporters.
- (b) All liability policies shall include the City of Portsmouth, New Hampshire as named Additional Insured and identify the certificate holder as follows: City of Portsmouth, Attn.: Legal Department, 1 Junkins Avenue, Portsmouth, New Hampshire 03801. The Contractor's insurance shall be primary in the event of a loss. 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. Written notice shall be given to the City of Portsmouth, NH at least thirty (30) days prior to cancellation or non-renewal of such insurance coverage.
- (c) As evidence of insurance coverage, the City 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 City at the time of execution of this Agreement.**

**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.**

- 1) The contractor's insurance shall be primary in the event of a loss. 2)**
- 3) 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**

