



CITY OF MANCHESTER
Department of Public Works
Purchasing Division
475 Valley Street Manchester NH 03103
(603) 624-6444

REQUEST for PROPOSAL

Sealed proposals will be received at the Department of Public Works, 475 Valley Street, Manchester, New Hampshire, before or at **4:00 PM** prevailing time of the **14th** day of **September, 2016** for the following items:

Hazardous Waste Management Services for Household Hazardous Waste Collection Projects FY17 – 500 – 18

Request for Proposals and specifications will be available at the Department of Public Works, 475 Valley Street, Manchester, NH or online at:

www.manchesternh.gov/bids

Questions regarding this request should be directed to: Mrs. Mindy Salomone-Abood, Purchasing Agent via email at purchasing@manchesternh.gov.

The right is reserved to waive any irregularities, reject any or all proposals, and to accept the proposal that appears to be in the best interest of the City. Failure to submit all information called for may be sufficient for disqualification.

Kevin A. Sheppard, P.E.
Public Works Director

GENERAL:

1. Proposals will be received by the City of Manchester, New Hampshire at the place and until the time specified in the Proposal Invitation. **NO PROPOSALS WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED.**
2. The following meanings are attached to the defined works when used in this document:
 - a. The word "**City**" means City of Manchester, New Hampshire.
 - b. The word "**Proposer**" means the person, firm, or corporation submitting a Proposal on these specifications or any part thereof.
 - c. The word "**Contractor**" means the person, firm, or corporation with whom the Contract is being made by carrying out the provisions of this Request for Proposal and the Contract.
 - d. The words "**firm price**" shall mean a guarantee against price increase during the life of the Contract.
3. Strict compliance with the requirements of the Request for Proposal, terms and conditions, and the instructions printed is necessary. All blank spaces must be filled in. Signatures of the responsible owner/representative of the firm must be in ink (No reproductions/duplications/copies of signatures will be accepted.)
4. Each proposal must give the full business address of Proposer and be signed by him with his usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the state of incorporation and by the signature and title of president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A Proposal by a person who affixes to his signature the word "president", "secretary", "agent", or other title without disclosing his principal may be held to be the Proposal of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. All Proposals must be signed by an authorized, responsible officer or employee having the capacity to enter into contracts.

5. Proposals must be securely sealed in a suitable envelope, (facsimile or electronic submissions will not be accepted) addressed and marked on the outside as follows:

FY17-500-18, HAZARDOUS SERVICES

Proposers' names and address must appear on the upper left hand corner of the sealed envelope.

The entire solicitation document is to be returned when submitting a Proposal, unless otherwise directed by the solicitation document. Failure to return all pages may result in a determination that the submittal is non-responsive.

PLEASE NOTE: THE CITY OF MANCHESTER IS NOT RESPONSIBLE FOR PROPOSALS NOT PROPERLY MARKED.

6. It will be the responsibility of the Proposer to see that their proposal is received by the Purchasing Division as specified.
7. Each proposal is received with the understanding that the acceptance in writing by the City of the Proposer to furnish any or all of the services described therein or as otherwise negotiated shall constitute a contract between the Proposer and the City.
8. A contract agreement that is customarily employed by the City will be used and will incorporate the original solicitation with all terms, condition and specifications of the sealed proposal. A copy of the contract agreement is attached hereto.
9. Proposals may be withdrawn upon written or electronic request received from Proposers prior to the time affixed for opening. Negligence on the part of the Proposer in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. NO bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.
10. The solicitation document maintained by the Department of Public Works shall be considered the official copy. In the case of any inconsistency between proposal documents submitted to the City, but not clearly listed on the exception page of the document or as an exception by the Proposer, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the Proposer may be cause to disqualify your proposal.
11. Award will be made in the best interest of the City taking into consideration factors set forth in the City of Manchester Procurement Code. Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the Purchasing Website: www.manchesternh.gov/bids .

12. No oral interpretations will be made to any Proposer as to the meaning of the specifications or terms and conditions of this sealed Proposal Request. Every request for such interpretation or request for a change in the specifications or terms and conditions shall be made in writing to: **Mrs. Mindy Salomone-Abood, Purchasing Agent**

Email: Purchasing@manchesternh.gov
Subject: Hazardous Services

All questions must be received no later than **September 6, 2016**. Any questions received after that time will not be answered.

The City of Manchester will post questions and answers on its website:

www.manchesternh.gov/bids

as an addendum no later than **September 9, 2016 by 5:00 PM**. It is the responsibility of the Proposer to check for any addendums that have been issued. Any such addendums will then become part of the complete RFP.

13. If issued, addenda to this solicitation will be posted on the Purchasing Department's website: www.manchesternh.gov/bids. It is the Proposers responsibility to check the website prior to the submittal deadline to ensure that the Proposer has a complete, up-to-date package.
14. Proposals that are incomplete, not properly endorsed or signed, or otherwise contrary to these instructions may be rejected as informal by the City. The Proposal must be filled out completely and accurately.
15. Any changes and/or corrections shall be marked in red and initialed by the person making such corrections.
16. Unless otherwise negotiated, no additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges.
17. As the City is exempt from the payment of federal excise taxes, all prices quoted herein are not to include these taxes.
18. The services on which proposals are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitted proposals on services other than as specified, Proposer shall furnish complete data and identification with respect to the alternate services they propose to furnish.

Consideration will be given to proposals submitted on alternate services to the extent that such action is deemed to serve the best interests of the City. The Proposer must furnish any information (specifications or test results) which will help in determining whether an

item is equal or superior to our proposal standards. If the Proposer does not indicate that the services he proposes to furnish is other than specified, it will be construed to mean that the Proposer will furnish the exact services described.

19. Should the Contractor fail to meet the deadline set forth in specifications the City reserves the right to procure services from other sources and hold Contractor liable for any excess costs.
20. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
21. The Proposer must certify that no official or employee of the City or State of New Hampshire has a pecuniary interest in the proposal or in the Contract that the Proposer offers to execute or in the expected profits to arise there from, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
22. The City reserves the right to waive any informality in proposals, to reject any and all proposals wholly or in part, and to make awards in a manner deemed in the best interest of the City. If a Proposer desires to make a proposal on "all or nothing" basis, they shall so indicate on the Proposal schedule. When "all or nothing" proposal is submitted the Proposer must submit a proposal on every item on Proposal Schedule.
23. More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names, will not be considered. Reasonable ground for believing that any bidder is interested in more than one proposal for the contemplated services will cause the rejection of all proposals in which such proposer is interested. Any and all proposals will be rejected if there is a reason for believing that collusion exists among the proposers and all participants in such collection will not be considered in future proposals for the same work.
24. The Proposer, if awarded an order or contract, agrees to defend, indemnify, and hold harmless the City from all damages to life and property arising out of the performance of this Contract due to the Proposer's negligence, that of his employees, subcontractors, etc., or due to the negligence of the City, its employees, representatives, agents, etc.
25. The Contractor hereby agrees that he shall hold harmless and defend the State, including the New Hampshire Department of Environmental Services, Waste Management Division, its officers and employees from and against all penalties, claims, liabilities, fines, forfeitures, suits and any related costs to the extent such are incurred as a result of Contractor's breach of any warranty or certification per industry standards provided.

26. Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Public Works Director or designee.
27. The Revised Statutes Annotated of the State of New Hampshire, the Charter of the City, and all City Ordinances insofar as they apply to the laws of competitive Proposals, contracts and purchases are made a part hereto.
28. All deliveries of commodities hereunder shall comply in every respect with all applicable laws of the Federal Government and/or the State of New Hampshire.
29. The Proposer to whom a contract is awarded guarantees to the City that all warranties of merchantability and fitness for a particular purpose as provided for in New Hampshire 382A-2-314 and 2-314 shall remain in force and will not be disclaimed.
30. Payment Terms: Payments shall be made on the fifteenth (15th) day of the month succeeding the month in which the services are performed, provided the Contractor present a statement to the City by the 25th of the month on which services are performed, which statement shall be approved for payment by the City's representative.
31. The Public Works Director may terminate the contract for breach by the Contractor of any of the provisions of the contract by giving the Contractor ten (10) days notice by registered mail.
32. The City may terminate the Contract at any time by giving written notice to Contractor of such termination and specify the effective date thereof, at least ten (10) days before the effective date of such termination.

**FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE
CANCELLATION OF AN ORDER OR CONTRACT**

SPECIFICATIONS: Please see attached.

SPECIFICATIONS

The City of Manchester, NH, is soliciting proposals for the furnishing of all labor, equipment and materials required for Household Hazardous Waste Management Services for “Household Hazardous Waste Collection Projects” in accordance with these specifications.

I. BACKGROUND

The successful Contractor will be awarded a one (1) year contract to provide services to the City (population 100,000+) for two (2) consecutive “Household Hazardous Waste Collection” events. The collections are held on the *second* Saturday of the months of May and October and are open to the residents of Manchester from 9:00 AM to 2:00 PM. The first collection event will take place fall of 2016.

Dates of Collection: Saturday, October 8, 2016

Saturday, May 13, 2017

(Future Dates) Saturday, October 14, 2017

Saturday, May 12, 2018

Historic Quantities¹: Quantities range from 300 – 400 households per event.

The contract will be awarded to one vendor. The City will be requesting “household”² unit based prices. Prices proposed by the Contractor shall be inclusive and consists of all costs. Quantities presented are historically values and are no way guaranteed.

II. SCOPE OF SERVICES

1. Contractor shall provide all labor, equipment and materials required for Household Hazardous Management Services for “Household Hazardous Waste Collection” events.
2. Contractor shall visit the City’s collection site and shall submit to the City a required work plan, site safety plan (in accordance with ENV-WM 1003.04(10) b and c) and any other required information to be reviewed by the NH Department of Environmental Services, Waste Management Division.
 - a. **Project Work Plan:** At least one week before each scheduled event the Contractor shall provide the City with a proposed work plan that consists of the following:
 1. A description of the project’s HHW collection procedures;
 2. A list of on-site equipment, supplies and personnel; and
 3. A site diagram illustrating traffic flow, safety barriers, vehicles locations, equipment locations, and the waste reception area.

¹ Historic Quantities: are given as a guideline and are not to be considered as guaranteed or estimates of the quantities of work that are to be performed under this contract.

² “Household” – A household is defined as ten (10) gallons of *actual cumulative* liquid waste, or twenty (20) pounds of solid waste. Per unit price basis will be based on this defined “household”.

- b. **Project Site Safety Plan:** At least one week before each scheduled event the Contractor shall provide the City with a proposed site safety plan that shall include:
1. A detailed description of safety precautions to be established;
 2. Safety procedures and evacuation procedures to be followed in emergencies; and
 3. Procedures for cleaning up accidental spills of hazardous waste.
3. Contractor shall dedicate a minimum of four (4) trained staff specifically for removal of household hazardous waste from resident vehicles as needed to avoid congestion throughout each collection event.
 4. The City will provide one (1) 30-yard roll-off container at the hazardous waste collection location, one (1) 30-yard roll-off container at the oil collection location for disposal of empty containers and poly liners for both containers.
 5. Appropriate container(s) shall be provided for cardboard recycling by the City for the purpose of recycling OCC. Contractor shall provide labor for breaking down/flattening cardboard boxes and depositing in container(s).
 6. The Contractor shall provide a licensed, certified vendor with adequate equipment and labor to accommodate “on site” collection of residential *used* motor oil³ for each event. The Contractor will provide collection, transportation and disposal.
 7. The Contractor is required to designate a “Safety Officer” whose duty shall be to monitor the project in order to insure that all safety measures alluded to in the contract and otherwise pertinent to this project, are strictly adhered to. Special attention shall be paid to maintaining existing guide, regulatory and warning signs affecting the movement of traffic.
 8. The Contractor shall have present at the site on collection day, an employee or agent trained in the identification of all hazardous and acutely hazardous waste and such employee(s) or agent(s) necessary to handle, containerize, label, load and transport such wastes out of the site in a manner conforming to New Hampshire and Federal laws and regulations. This person will also be responsible for the safety at the site during the collection event.
 9. The Contractor’s set-up shall be neat, functional, organized and ready to accept household hazardous waste by 9:00 AM on collection day.
 10. The Contractor shall transport all accepted waste from site prior to 8:00 PM on the collection day.

³ Used Motor Oil: Collections in the past have yielded about 200-500 gallons, however, varies with each collection event.

11. The Contractor is required to remove his materials and equipment from the site and restore the site to its original condition before finally departing from the site and City on collection day.
12. The Contractor shall keep, maintain and make available all records/reports deemed necessary within the GENERAL section of these specifications.

III. GENERAL

Submission of a proposal in response to this RFP will be understood as a Proposer's understanding and acceptance of terms, conditions and specifications set forth in this Proposal Invitation. Each Proposer must inform themselves fully of conditions relating to the performance of the services under which the work will be performed. Failure to do so will not relieve a successful Proposer of their obligation to furnish all contract documents and perform the contemplated work set forth in this proposal.

The Proposer shall keep fully informed and comply with all existing and future laws, ordinances and regulations of the Federal, State and Municipal Governments in any manner affecting his employees, or conduct of the work.

Tax, License and Permits:

The Contractor, their employees, agents and vehicles shall have and maintain valid permits and licenses as required by law for the execution of services related to this agreement.

The Contractor will be required to conform to all Federal, State, City and Municipal Acts, regulations and bylaws that may apply to the operation of this contract. The Contractor is required to obtain and pay all necessary permits, licenses and inspection fees.

The Contractor will provide certified copies of required permits/license when requested.

Any permit issued by the Department of Public Works of the City of Manchester, NH will be assumed by the City, all other fees shall be borne by the Contractor.

Personnel:

The Contractor agrees that, at all times, the employees of the Contractor furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

All of the Contractor employees furnishing services to the City shall be deemed employees solely of the Contractor and shall not be deemed for any purposes, whatsoever, employees or agents of, acting for or on behalf, of the City. The Contractor shall perform all services as an independent Contractor and shall discharge all its liabilities as such. No acts performed or representations, whether

oral or written, made by the Contractor with respect to third parties, shall be binding on the City.

The Contractor, as an independent contractor, hereby accepts full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, annuities now or hereafter imposed, or other remuneration paid to persons employed by the Contractor on work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal Officials; and said contractor also agrees to indemnify and save harmless the City of Manchester from such contributions or taxes or liability therefore.

Insurances:

Indemnification and Insurance Requirements:

Contractor hereby agrees to protect, defend, indemnify, and hold the City of Manchester and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees and all other expenses incurred by the city arising in favor of any party including claims, liens, debts, personal injuries including injuries sustained by employees of the city, death or damages to property (including property of the city) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this contractor agreement. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at the sole expense of the Contractor. Contractor also agrees to bare all other cost and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the city or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of the city from liability for damages or injuries to third persons or property arising from Contractor's performance hereunder.

Contractor Agrees to Maintain in Full Force and Effect:

Comprehensive general liability insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be \$2,000,000 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; \$2,000,000 annual aggregate personal injury liability.

Automobile liability insurance for owned, non-owned and hired vehicles. The

minimum limit of liability carried on such insurance shall be \$1,000,000 each accident, combined single limit for bodily injury and property damage.

Workers compensation insurance whether or not required by the New Hampshire revised statutes annotated, 1995, as amended, with statutory coverage and including employer's liability insurance with limits of liability of at least \$500,000 for each accidental injury and, with respect to bodily injury by disease, \$500,000 each employee.

Any and all deductibles on the above described insurance policies shall be assumed by and for the account of, and at the sole risk of the Contractor.

Insurance companies utilized must be admitted to do business in New Hampshire or be on the insurance commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of best's key rating guide.

Contractor agrees to furnish certificates (s) of the above mentioned insurance to the City of Manchester within fourteen (14) days from the date of this agreement and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall name the City of Manchester as additional insured and shall state that in the event of cancellation or material change, written notice shall be given to the City of Manchester, Department of Public Works, Purchasing Division, 475 Valley Street, Manchester, New Hampshire 03103 at least thirty (30) days in advance of such cancellation or change.

The purchase of the insurance required or the furnishing of the aforesaid certificate shall not be a satisfaction of Contractor's liability hereunder or in any way modify the Contractor's indemnification responsibilities to the City of Manchester and the Department of Public Works.

It shall be the responsibility of the Contractor to ensure that all sub-contractors comply with the same insurance requirements that he is required to meet.

Records/Reports

Records of the Contractor pertaining to the project, shall be kept on a generally recognized accounting basis and shall be available to the City or authorized representative upon request by the City.

The Contractor must maintain records to show actual time devoted and costs incurred for the services performed.

The Contractor must maintain records showing the status of the wastes from the time of collection at the site to final disposal. This information including copies

of all hazardous waste manifests shall be transmitted to the City along with billing. The information shall include a summary of different types of household hazardous waste collected, amounts of each type collected and final disposition of wastes.

The Contractor shall provide environmental audit information for all sites for treatment, storage and disposal. All sites shall be fully permitted and approved by the Environmental Protection Agency (EPA) and responsible State regulatory agencies for treatment, storage or disposal functions.

The Contractor shall permit the authorized representative of the City, appropriate Federal and/or state Departments and agencies, and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to his performance under the contract. Notwithstanding the foregoing, nothing contained herein or elsewhere in this Agreement shall require Contractor to disclose to the City or permit City to examine proprietary information.

Other:

Latex Paint: The Contractor shall not accept latex paint. Although promotion literature includes information on the non-toxicity of latex paint and its proper disposal; some residents will invariably bring it to the collection event.

Household Batteries: The Contractor shall accept household batteries.

Waste Generator: The Contractor hereby agrees that he shall be deemed the “generator” for purposes of New Hampshire and federal rules and regulations of all wastes accepted by the Contractor at the collection site.

Waste Handling: All household hazardous materials shall be handled, packaged, transported and disposed of according to existing procedures and requirements in accordance with Federal and State laws and regulations.

Used Oil and Universal Waste: The City reserves the right to unilaterally dispose of used oils and universal wastes collected during events in order to minimize costs. In instances where the City exercises this discretion, the material shall not count towards the number of households units calculated by the Contractor for invoicing purposes.

Disposal Sites: Preference shall be given to the following Household Hazard Waste Management hierarchy:

1. Reuse/Reprocessing;
2. Fuel blending;
3. Incineration (ash disposal in appropriate landfill *only*); and
4. Chemically – secure hazardous waste landfill.

DES Termination: The Contractor hereby agrees that the New Hampshire Department of Environmental Services may exercise its authority to modify, suspend or terminate the project if it decides that the project poses a threat to human health or the environment.

IV. CONTRACT TERMS

This contract will be overseen by the Public Works Director or his designee.

Period:

Work will commence upon execution of the contract and shall be completed immediately following the Spring 2017 collection. The City may renew this Agreement for four (4) additional one (1) year periods subject to satisfactory performance, Contractor acceptance and determination that renewal will be in the best interest of the City.

All prices shall remain firm for the initial one (1) year period. Contractor may request a price increase for any subsequent renewal period (extensions) by submitting a fully-documented request at least ninety (90) days prior to expiration of the Agreement. Request for increase may not exceed 4% per year and shall be based upon the latest Consumer Price Index for Boston (CPI-W) as published by the United States Department of Labor, Bureau of Labor statistics, compared to the index of the same month of the prior year.

Cancellation of Contract:

Termination for Cause: The City may cancel any resulting contract with the Contractor for Contractor non-performance by giving ten (10) days written notice. Cancellation shall not release the Contractor from legal remedies available to the City.

Termination for Convenience of City: The City may terminate the contract at any time by giving written notice to Contractor of such termination and specify the effective date thereof, at least ten (10) days before the effective date of such termination.

If the contract is terminated by the City for convenience, the Contractor will be paid a compensation for the services actually provided to the City under this contract up to termination date.

Increases/Reductions in Scope of Services:

The City may invite a small neighboring community to participate in a collection event, in which case this community will be billed directly by the Contractor at the “price per household rate” as well as the community’s proportionate share of the fixed set-up cost. The City shall bear no additional costs by the Contractor for allowing this.

The City’s participation in the Household Hazardous Waste contract with the Contractor shall be contingent on the receipt of State matching funds and fiscal appropriations for the project by the Manchester Board of Mayor and Alderman.

The City reserves the right to reduce the Scope of Services in order to be consistent with the availability of funds.

The City reserves the right to limit the number of households or delete a portion of the work if desirable to keep expenditures within available funds.

Execution of Contract

The bidder to whom the contract may be awarded will be required to execute a written contract within ten (10) days from the date of the Service of Notice to that effect. A bidder to whom a contract is awarded and who is a corporate body shall furnish at the time of the execution of the contract, a resolution of the directors of the corporation bearing the seal of the corporation evidencing authority of the officer signing the contract to do so. A copy of this proof shall be attached to each copy of the contract.

A bidder to whom a contract is awarded shall also furnish the city with a copy of his federal identification number at the time of the execution of the contract. If an individual, a copy of the social security card, tax deposit slip or tax form label will suffice. If a corporation, a copy of an IRS tax form label will suffice.

V. QUALIFICATIONS

The City may make such investigations as it deemed necessary to determine the ability of the proposer to perform the required service and the proposer shall furnish to the City, all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by or investigation of such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

In order for the City to evaluate the proposer's experience and ability to perform the proposed services, he must submit the following information with his proposal:

- Evidence that the proposer is a hazardous waste transporter or hazardous waste collection firm licensed under New Hampshire Statutes.
- The proposer's packaging and consolidation procedures.
- An example of the proposer's method of logging and tracking the hazardous waste from the collection site to final disposal.
- A minimum of three (3) references indicating recent (within the last 5 years) experience in conducting similar one-day collections. Name, address, telephone number and name of contact person shall be provided.
- Provide a description and history of the proposer emphasizing the proposer's resources and expertise in the area(s) relevant to this proposal. Proposer shall identify corporate headquarters and any local or regional office providing services, indicating place and date of organization.

- In addition, identify:
 - i. Person(s) who has/have decision-making authority;
 - ii. Person(s) who will be the primary contact person with the City; and
 - iii. Person(s) who will be designated as “Safety Officer”.

For each person identified, please provide a resume or summary of relevant employment and educational background and each person must disclose any managing or majority interest in any other company or entity in the waste management industry and the nature of the interest.

- Provide a summary of minimum qualifications of employees hired to coordinate and work during the actual household hazardous waste collection event. Provide details of licenses or certification and details of annual refresher training, if any.
- 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.
- The City reserves the right to request additional information regarding the Contractor and its officers, employees, principles, partners and majority shareholders as it deems necessary to make a decision in the best interests of the City. Failure of any Contractor to comply with the above and with such additional requests may result in disqualification.
- 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 they are willing to fulfill the Scope of Services as presently envisioned.
- The Contractor shall state its understanding that the City of Manchester 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 Manchester is aware of the existing terms and conditions of those grant funds, those conditions are included as Exhibit A to the Service Agreement.)

IV. SUBMITTAL

Failure to submit any and all documents requested could be cause for proposal to be rejected.

Proposal package:

In order to be considered for selection, Proposers must submit one (1) complete signed original and three (3) copies of response to this Request for Proposal. No other distribution of the proposal package shall be made by the Proposer.

The package containing the Proposals shall be sealed and submitted as outlined in the general terms and conditions (prior to specification page) of this request.

Proposal Preparation:

a. Proposals shall be signed by an authorized representative of the Proposer. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the bid. Proposal which are substantially incomplete or lack key information may be rejected by the Purchasing Division. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the Proposal Invitation. Emphasis should be placed on completeness and clarity of content.

c. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

d. Ownership of all data, materials and documentation originated and prepared for the proposal shall belong exclusively to the City of Manchester and shall be subject to public inspection.

e. All costs associated with developing or submitting a proposal in response to this Proposal Invitation, or providing oral or written clarification of its contents, shall be borne by the Proposer.

Bid Proposal Format:

In no case shall a Proposer photocopy City's specifications and submit as their proposal. Each Proposer is required to provide a complete and accurate description.

The following format will specifically be followed:

- a. The Proposer shall answer each paragraph of these specifications in the sequence in which they are written, outlining exactly what the Proposer proposes to furnish.
- b. All pages must be numbered.

- c. Proposal should be no larger than 30 pages.

Documents To Be Submitted:

1. Entire request for proposal, including signed and completed forms within the document. Including the following:
 - a. Pricing Proposal
 - b. Notarized Contractor Certificate of Acknowledgement
 - c. Statement of Understanding
 - d. Statement of Compliance
2. Proposer must submit responses to “Qualifications” section in the order in which they have been presented.

V. EVALUATION

Consideration will be given to capabilities or advantages that are clearly described in the proposal, confirmed by oral presentations or interviews, if required, and verified by information from reference sources. Proposals will be evaluated according to the City Code or Ordinances, Chapter 39: Procurement Code, and on their ability to provide the best value to the City.

At the City of Manchester, NH’s discretion, Proposers may be required to participate in oral presentations for the purpose of explaining or clarifying characteristics or significant elements of their proposals. Proposers will not be allowed to alter or amend their proposals through the presentation process, and will not be permitted to attend competitor oral presentations.

The Public Works Department reserves the right to reject any or all bids or to accept any bid presented which is deemed best suited to the interest of the City and will not be bound to accept the low bid.

VI. AWARD

Award shall be made in the best interest of the City taking into consideration evaluation factors in the Procurement Code set forth in the Code of Ordinances for the City of Manchester, NH.

Written notification of the award decision (via email) will be sent to all Bidders who submitted Bids, and will be conditional pending successful negotiation of a mutually acceptable contract and approval of the City of Manchester Public Works Director. If for any reason the City of Manchester, NH is unable to secure an acceptable contract with the selected Bidders, that Bidder will be disqualified. In that event, The City of Manchester, NH may then proceed to negotiate a contract with the Bidder with the next highest rated bid, or may cancel negotiations at the City’s discretion.

The City reserves the right to accept or reject any or all Bids in whole or in part and to waive any informality in the Bid. Further, the City reserves the right to enter into a contract deemed to be in **its best interest**.

PRICING PROPOSAL

PROPOSAL FOR: HAZARDOUS WASTE MANAGEMENT SERVICES FOR HOUSEHOLD HAARDOUS WASTE COLELCTION PROJECTS (FY17 – 500 - 18)

DATE & TIME: WEDNESDAY, SEPTEMBER 14, 2016 by 4:00 PM

The undersigned, as Proposer, hereby declares that before preparing this Proposal he/she carefully read the specifications, and hereby agrees that if the Proposal is accepted he/she will contract with the City in accordance with the specifications, terms and conditions as spelled out in this Sealed Proposal.

Per Household Cost: \$ _____

Fixed Set-up Cost: \$ _____

This form must be signed. All signatures must be original and not photocopies.



Authorized signature & title of Proposer

Print or type name & title of Proposer

Company Name(Corporation/general partnership organized & existing under the laws of the State of _____)

Address

City, State, Zip

Date Proposal Made: _____ **Required** Email Address: _____

Phone #: _____ Fax #: _____

Vendors will be notified via email only – if no email is provided it will be the Proposers responsibility to check the website for the City of Manchester Purchasing Division for results.

CERTIFICATE of ACKNOWLEDGEMENT

Certificate of Acknowledgment of Contractor, (if a Corporation)

State of New Hampshire,

ss:

County of Hillsborough,

On this ____ day of _____, 2016

before me personally came _____

to me known, who being duly sworn did say as follows:

that he resides at: _____

and is the _____ of _____, the corporation

described herein and which executed the foregoing instrument; that he knows the corporate seal of said corporation; the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of said corporation and by the like order, he signed thereto his name and official designation.

Notary Public (seal)

My commission expires: _____

STATEMENT of UNDERSTANDING

Project Safety

WHEREAS this project is subject to all Safety and Health Regulations as promulgated by the U.S. Department of labor, it shall be a requirement that the Contractor designate a "Safety Officer" who's duty shall be to monitor the project in order to insure that all safety measures alluded to in the contract and otherwise pertinent to this project, are strictly adhered to. Special attention shall be paid to maintaining existing guide, regulatory and warning signs affecting the movement of traffic.

IT IS hereby agreed that responsibility for the above mentioned safety measures is solely that of the Contractor and that _____ has been designated as the project "Safety Officer".

Date: _____

Company: _____

By: _____

Title: _____

STATEMENT of COMPLIANCE

Drug Testing Program

WHEREAS this project is subject to federal laws, rules and regulations, and WHEREAS all drivers of commercial vehicles over 26,000 pounds GVWR are required to have a Commercial Drivers License (CDL), it is hereby certified that the Alcohol and Drug Testing requirements for Commercial Motor Vehicle Drivers mandated by the Federal Highway Administration, United States Department of Transportation are being complied with.

Date: _____

Company: _____

By: _____

Title: _____

SAMPLE CONTRACT



CITY of Manchester
Department of Public Works
475 Valley Street
Manchester, New Hampshire 03103

AGREEMENT

This **AGREEMENT** is made effective this _____ day of _____, 2016 (“Effective Date”) by and between the City of Manchester, New Hampshire, through the Department of Public Works, hereinafter called "CITY" and (CONTRACTOR) hereinafter called "(CONTRACTOR)".

WHEREAS, the CITY has selected (CONTRACTOR) to manage and conduct two Household Hazardous Waste Collection Projects over a two year period, in which the (CONTRACTOR) will perform in a good and professional manner, the services identified in the Proposal Invitation FY17-500-18.

NOW, THEREFORE in consideration of the promises, mutual covenants and Agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, CITY and (CONTRACTOR) agree as follows:

1. Scope of Work

(CONTRACTOR) will perform the following Scope of Work:

- A. (CONTRACTOR) shall provide all labor, equipment and materials required for Household Hazardous Management Services for “Household Hazardous Waste Collection” events.
- B. (CONTRACTOR) shall visit the City’s collection site and shall submit to the City a required work plan, site safety plan (in accordance with ENV-WM 1003.04(10) b and c) and any other required information to be reviewed by the NH Department of Environmental Services, Waste Management Division.
- C. (CONTRACTOR) shall dedicate a minimum of four (4) trained staff specifically for removal of household hazardous waste from resident vehicles as needed to avoid congestion throughout each collection event.
- D. The City will provide one (1) 30-yard roll-off container at the hazardous waste collection location, one (1) 30-yard roll-off container at the oil collection location for disposal of empty containers, and provide poly liners for both containers.

- E. Appropriate container(s) shall be provided for cardboard recycling by the City for the purpose of recycling OCC. (CONTRACTOR) shall provide labor for breaking down/flattening cardboard boxes and depositing in container(s).
- F. The (CONTRACTOR) shall provide a licensed, certified vendor with adequate equipment and labor to accommodate “on site” collection of residential *used* motor oil⁴ for each event. The (CONTRACTOR) will provide collection, transportation and disposal.
- G. The (CONTRACTOR) is required to designate a “Safety Officer” whose duty shall be to monitor the project in order to insure that all safety measures alluded to in the contract and otherwise pertinent to this project, are strictly adhered to. Special attention shall be paid to maintaining existing guide, regulatory and warning signs affecting the movement of traffic.
- H. The (CONTRACTOR) shall have present at the site on collection day, an employee or agent trained in the identification of all hazardous and acutely hazardous waste and such employee(s) or agent(s) necessary to handle, containerize, label, load and transport such wastes out of the site in a manner conforming to New Hampshire and Federal laws and regulations. This person will also be responsible for the safety at the site during the collection event.
- I. The (CONTRACTOR)’s set-up shall be neat, functional, organized and ready to accept household hazardous waste by 9:00 AM on collection day.
- J. The (CONTRACTOR) shall transport all accepted waste from site prior to 8:00 PM on the collection day.
- K. The (CONTRACTOR) is required to remove his materials and equipment from the site and restore the site to its original condition before finally departing from the site and City on collection day.
- L. The (CONTRACTOR) shall keep, maintain and make available all records/reports deemed necessary within the GENERAL section of these specifications.
- M. (CONTRACTOR) will provide other services as outlined in the CITY’S Proposal Invitation FY17-500-18.

2. Term

⁴ Used Motor Oil: Collections in the past have yielded about 200-500 gallons, however, varies with each collection event.

The initial term shall be for a period of one (1) year beginning on the Effective Date. The CITY may renew this Agreement for four (4) additional one (1) year periods subject to satisfactory performance, Contractor acceptance, and determination that renewal will be in the best interest of the City.

All prices shall remain firm for the initial one (1) year period. Contractor may request a price increase for any subsequent renewal period by submitting a fully-documented request at least ninety (90) days prior to expiration of the Agreement. Request for increase may not exceed 4% per year and shall be based upon the latest Consumer Price Index for Boston (CPI-W) as published by the United States Department of Labor, Bureau of Labor statistics, compared

This Agreement may be terminated by either party up to ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In addition, the CITY reserves the right to terminate the contract at anytime or to reduce the Scope of Services in order to be consistent with the availability of funds. In the event of termination due to the fault of others than the Contractor, the Contractor shall be paid compensation for services performed up to termination date. The rights, duties and responsibilities of the Parties hereto shall continue in full force until the expiration of the Term.

3. Compensation

Payments shall be made on the fifteenth (15th) day of the month succeeding the month in which the services are performed, provided however, that the Contractor present a statement to the CITY by the twenty-fifth day of the month in which the services are performed, which, statement shall be approved for payment by the City's representative.

Compensation shall be made per the Pricing Proposal as submitted by Contractor in Proposal Invitation.

4. Ownership

All reports and material prepared by (CONTRACTOR) specifically in the performance of this Agreement shall become property of the CITY.

5. Successors and Assigns

This Agreement shall be binding upon the Parties and their respective partners, affiliates, heirs, legal representatives, successors and assigns. No portion of this Agreement or any right or obligation hereunder can be transferred or assigned, in whole or in part, whether by operation of law or otherwise, by either Party without prior written consent of the other Party.

6. No Joint Venture

(CONTRACTOR) and CITY are and shall be independent contractors to one another, and nothing herein shall be deemed to cause the Agreement to create an agency, partnership or joint venture. Nothing in this Agreement shall be interpreted or construed as creating or establishing the

relationship of employer and employee between CITY and (CONTRACTOR) or any employee or agent of (CONTRACTOR).

7. No Consequential Damages

In no event, shall either (CONTRACTOR) or CITY be liable to each other or any third party for any incidental, special, indirect, exemplary or consequential damages, including but not limited to loss of use of loss or loss of profits, whether foreseeable or not, occasioned by or arising out of (CONTRACTOR)'S or CITY'S breach hereof or performance hereunder, delay in performance or any other cause whatsoever.

8. Exclusive Remedy

The CITY'S and (CONTRACTOR)'S sole obligation and exclusive remedy to each other, in the event of an alleged breach or defect in any service provided hereunder is the correction by that Party of such alleged breach or defect. If after repeated efforts that Party is unable to correct, or if that Party fails within reasonable time to attempt to correct and continues not to attempt to correct within ten (10) days of receipt from other Party of written notice of such breach or defect, the other Party shall be entitled to terminate this Agreement and to recover actual damages in an amount not to exceed the amount of fees due and payable to (CONTRACTOR) by Supplier under this Agreement. Both parties understand and agree that this exclusive remedy allocates risk of service defects between the Parties as authorized by applicable law.

9. Indemnification

The CITY and (CONTRACTOR) mutually agree to indemnify and hold harmless each other from any claims, actions or other proceedings and any losses, damages or liabilities asserted by third parties in respect to personal injury or death to any person, or damage to any property arising out of or based upon any act or omission of the Parties in performance of this Agreement, but only to the extent that the indemnifying Party is negligent or its action constitutes willful misconduct.

10. Arbitration

All claim or controversy or claim arising out of or relating to this Agreement, or the formation or breach thereof, shall be settled by arbitration in Manchester, New Hampshire in accordance with the Commercial Arbitration Rules of the American Arbitration Association. This Agreement shall be governed by, and construed in accordance with the laws of the State of New Hampshire

Notice of demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

11. Miscellaneous

This Agreement may be amended only by written instrument signed by both CITY and (CONTRACTOR)

In the case of a discrepancy this Agreement shall prevail.

This Agreement, together with the proposal invitation FY17-500-18, the exhibits attached hereto and any written amendments thereof, constitutes the entire Agreement and understanding between the Parties with respect to the subject matter hereof and merges and supersedes all prior discussions and writings with respect thereto. If any provision contained in this Agreement shall for any reason be held unenforceable in any respect under the law of any state or the United States of America, such unenforceability shall not affect any other provisions in this Agreement; this Agreement shall then be construed as if such unenforceable provision or provisions had never been contained.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

Agreed and accepted on behalf of

(CONTRACTOR)

City of Manchester, New Hampshire

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____