

CITY OF ROCHESTER, NH
31 Wakefield St. Rochester, NH 03867
INVITATION TO BID

City of Rochester, NH is soliciting a competitive bid;

1. **BID: Bid 23-30 HHW Collections Services**
2. **BID Submission Options-Hardcopy, or Electronically:**
 - a) Submit Hardcopy via USPS, FEDEX, or UPS: City of Rochester, NH, Purchasing Agent 31 Wakefield St. Rochester, NH 03867. Reference **Bid 23-30** on package. In person drop offs are to go to the Finance Office at City Hall, 31 Wakefield Street, Rochester, NH 03867.
 - b) Submit Electronically via Email: RFP23-30@rochesternhnet.onmicrosoft.com Include in Email subject line: **Bid 23-30**. An automated email confirmation will be generated to bidder once bid has been received. It is bidder's responsibility to ensure proper email submission of bid, and to monitor for the confirmation email.
3. **Bid Receipt Date & Time:** No later than **February 15, 2023 at 5:00pm.**
4. **Bid Opening Date & Time:** **February 16, 2023 at 2:30 pm.** Opening will be conducted in person in Council Chambers, 31 Wakefield Street, Rochester, NH 03867.
5. **Bid Specifications, Questions & Addendums (Q&A):** Can be obtained by visiting <https://rochesternh.gov/bids> see **OPEN BIDS** section. Or contact City of Rochester, NH Purchasing Agent 31 Wakefield St. Rochester, NH 03867, purchasing@rochesternh.gov, 603-335-7602. Note Q&A updates will end one week prior to bid opening.
6. **Bid Results:** Results of bids can be obtained at <https://rochesternh.gov/bids>, in **CLOSEDBIDS** section. Select the specific bid to see all results, or contact Purchasing Agent.

HOUSEHOLD HAZARDOUS WASTE COLLECITON SERVICES SPECIFICATIONS

GENERAL INFORMATION:

The proposal should address, but not necessarily be limited to, the following:

1. The scope of services as identified by the City
2. Provide the City with a draft contract specifying the pricing methodology and arrangements. Any fuel charges (IF ANY) assessed must be listed in bid response.
3. Availability relative to City's projected time schedule (May 6, 2023)
4. Recent names and phone number information must be provided for at least three (3) other municipal customers for whom these types of services have been successfully provided.

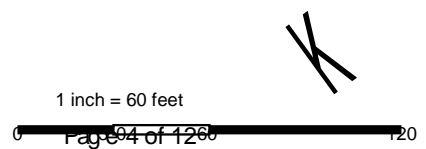
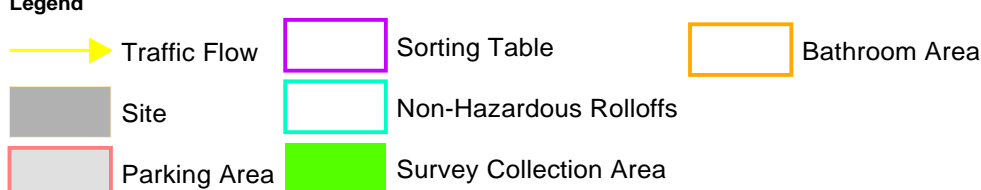
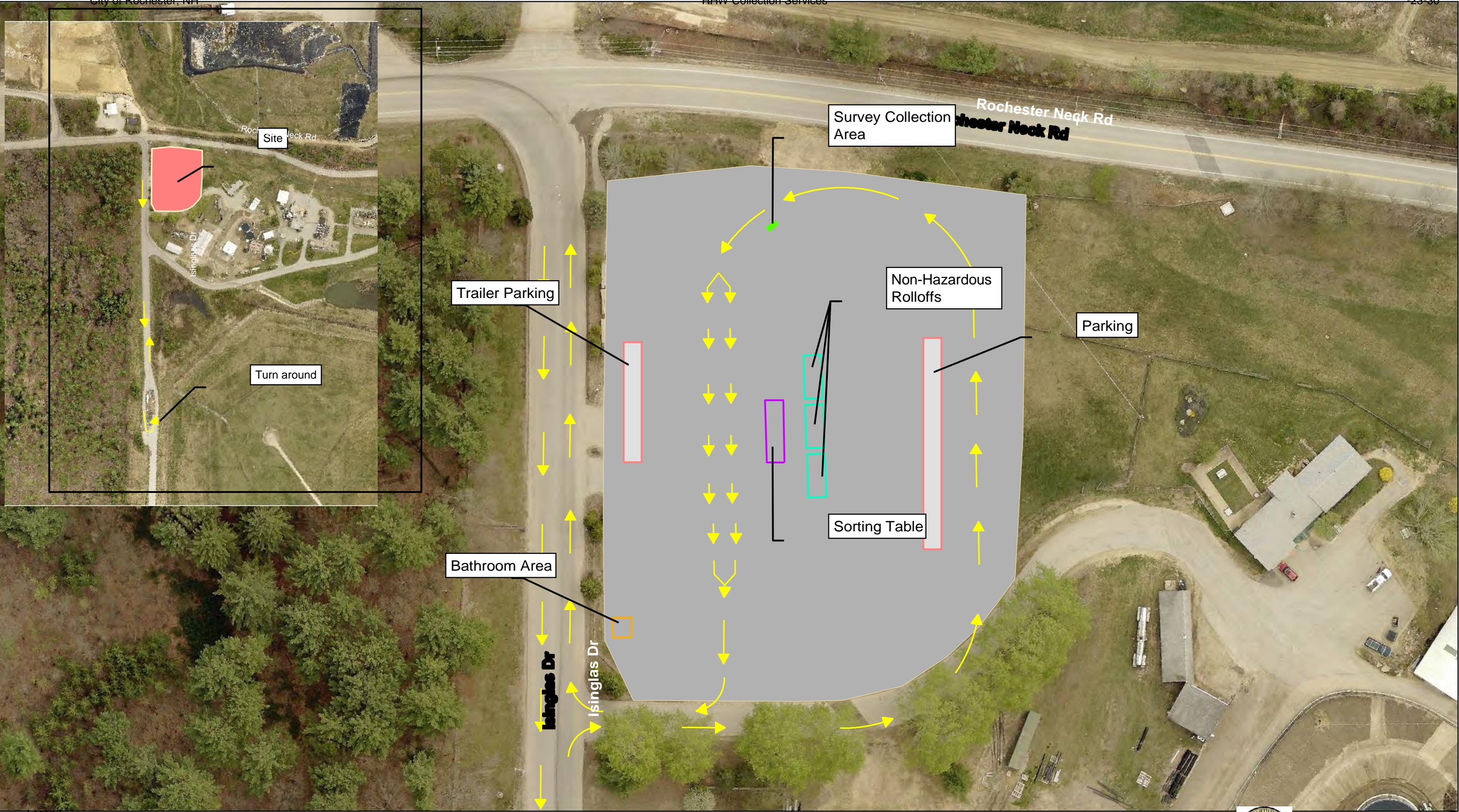
SCOPE OF SERVICES:

1. Vendor shall have present at the delivery site, at a time specified by the City of Rochester, employees or agents trained in the identification of all hazardous and acutely hazardous materials (collectively, "Wastes" as defined by NH and Federal laws and regulations) and such additional employees or agents, materials and equipment as are necessary to handle containerize, label, load and transport such Wastes out of the site in a manner conforming to NH and Federal laws and regulations. The collection site will be at the Waste Management's Turnkey Landfill on 9 Isinglass Drive, Rochester, NH (Referred herein as "The Site")
2. Vendor shall accept wastes for transport out of the Site for disposal and or r e c y c l e , only from such individuals as are designated by City of Rochester. The City will determine the amount of waste allowed per individual.
3. The hauler will be deemed to be the "Generator" (for the proposes of NH and Federal laws and regulations) of all Wastes accepted by the vendor at the site.
4. The vendor will operate collection activities at the Site for our Spring Collection to be held on May 6, 2023 or other alternate date as agreed to between the City and the successful bidder, from 8:30 a.m. to 12:30 p.m. Waste will be received in bulk from approved neighboring towns who have held a consolidation day not more than 14 days before at a scheduled time which will be scheduled before our HHW Day. All collected waste, equipment and related materials resulting from the collected waste, equipment and related materials resulting from the operation of this collection will be removed from the Site no later than 4:30 p.m. of the day of the collection. The collection may have more than one (1) municipality included in the collection.

5. The vendor will certify to the city at least 14 days prior to the day of collection it shall have:
 - A valid Environmental Protection Agency identification number for generation, transportation and storage of hazardous Wastes and acutely hazardous Wastes;
 - All required licenses to generate, transport, treat, store and dispose of hazardous wastes and acutely hazardous wastes;
 - A vehicle identification device for all vehicles used by the vendor to transport waste away from the site;
 - Liability insurance in effect for claims arising out of death, bodily injury and property damage from waste transport, treatment, collection, storage and disposal, including automobile liability, and legal defense cost in the amount of Five Million Dollars (\$5,000,000). The vendor will provide a certificate of such insurance to the City of Rochester.
6. Title to all waste accepted at the site by the vendor for transport and disposal shall pass directly from the residents of Rochester and any other community invoiced in the collection, to the vendor at the time of acceptance at the Site.
7. The vendor will charge the city or Rochester based on the volume of material handled during the collection operation. The material handled will be consolidated at the Site to the extent possible (based on chemical compatibility). Individual containers brought to the site by residents will be emptied into bulk containers (when applicable), cleaned and deposited in City provided container for disposal.
8. The vendor must be adequately staffed and equipped to unload a minimum of six (6) cars at a time during the collection period.
9. The vendor will determine through testing and/or examination at the site those chemicals deemed not hazardous by D.E.S., including all non-DOT, non-flammable, non-RCRA, non-toxic items and place those items in a container provided by the City. The City of Rochester will not pay for the collection of these items. The City will also not pay for the collection of alkaline household batteries or latex paints or used motor oil.
10. Bids must include a diagram showing unloading, collection and consolidation procedures, staffing and equipment available on site and their respective duties and functions.
11. Bids must indicate what material can be consolidated for recycling and reuse and how this material will be handled and priced at the collection.
12. Bids must include examples of chemical compatibility (layman's terms) when submitting pricing structures.

13. Rochester would give preference to any bid that indicates any reuse, or recycling of wastes collected.
14. Alternative bids are encouraged from vendors to offer the option to recycle any or all materials.
15. This event will be held “rain or shine”. The contractor shall be prepared with the appropriate equipment to collect, package, safeguard wastes collected in inclement weather. Only the City in consultation with the management of the Turnkey Facility has the authority to postpone the event. In the event of a postponement due to extreme weather, the contractor agrees to conduct a similar event at a mutually agreeable date and time and holding the rates bid herein.
16. Contractor shall present with the invoice the issuance of appropriate of all hazardous waste manifests to the City of Rochester (including those returned by the disposal facility copy #7 within 30 days of the hazardous waste collection day).
- 17 The perspective bidder must attend a pre event conference meeting or conference call to go over the layout of the event.

Bid Forms to submit are on page 9 through 12.



Date: 12/16/2019

Exhibit A
Household Hazardous Waste Day
May 6, 2023 Site Layout

Rochester, NH

INSTRUCTION TO BIDDERS

- I. PREPARATION OF BIF PROPOSAL**
- II. IRREGULAR PROPOSALS**
- III. DELIVERY OF PROPOSALS**
- IV. ELECTRONIC BID FORMAT**
- V. WITHDRAWAL OF BID PROPOSAL**
- VI. PUBLIC OPENING OF BID PROPOSAL**
- VII. DISQUALIFICATION OF BIDDERS**
- VIII. CONSIDERATION OF PROPOSALS**
- IX. AWARD OF CONTRACT**
- X. CANCELLATION OF AWARD**
- XI. BID EVALUTAION**
- XII. LAWS, PERMITS & REGULATIONS**
- XIII. INSURANCE & LEGAL BUSINESS ENTITY**
- XIV. DEFAULT & TERMINATION OF CONTRACT**
- XV. OPENING BID RESULTS**
- XVI. BID FORM**

I. PREPARATION OF BIF PROPOSAL

1. The Bidder shall submit her/his proposal upon the form(s) furnished by the City (attached). The bidder shall specify a unit price for each pay item. All figures shall be in ink or typed.
2. If a unit price or lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it, and initialed by the bidder, also with ink. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
3. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his name and post office address must be shown, by a partnership the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business addresses of the President, Secretary, and Treasurer.
4. All questions shall be submitted in writing to and received by the Purchasing Agent at the above address, a minimum of 7 days prior to the scheduled bid opening. The Purchasing Agent, will then forward both the question and the city's response to the question to all known prospective bidders.

II. IRREGULAR PROPOSALS

Bid proposals will be considered irregular and may be rejected for any of the following reasons:

1. If the proposal is on a form other than that furnished by the Owner or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items.

III. DELIVERY OF BID PROPOSALS

When sent by mail, the sealed proposal shall be addressed to the City of Rochester, Purchasing Agent, 31 Wakefield Street, Rochester, NH 03867. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened. Emailed or faxed bid proposals are not acceptable.

IV. ELECTRONIC BIDS: Due to Covid-19 the City of Rochester has incorporated an electronic bid process. If an electronic format is to be utilized specific submission instructions will be identified in the bid cover page.

V. WITHDRAWAL OF BID PROPOSALS

A bidder will be permitted to withdraw his proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

VI. PUBLIC OPENING OF BID PROPOSALS

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids.

Bidders, their authorized agents, and other interested parties are invited to be present.

VII. DISQUALIFICATION OF BIDDERS

Either of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of her/his bid proposal(s):

1. Evidence of collusion among bidders.
2. Failure to supply complete information as requested by the bid specifications.

VIII. CONSIDERATION OF PROPOSALS

1. Bids will be made public at the time of opening and may be reviewed only after they have been properly recorded. In case of discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.
2. The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the City, the best interest of the City of Rochester will be promoted thereby.
3. Bid results will be available on the website at www.rochesternh.net within 48 hours of the bid opening.

IX. AWARD OF CONTRACT

The City holds the right, in its judgment, to award the contract to the bidder, which it feels is in the best interest of the City. If a contract is to be awarded, the Contractor/Vendor selection shall be based in part on possession of the necessary experience, organization, technical and professional qualifications, skills and facilities, reference checks, project understanding, approach, ability to comply with proposed or required time to completion or performance, licensing or certification, in good standing with Federal, State and Local agencies, possession of satisfactory record of performance, cost and to a responsible and qualified bidder whose proposal complies with all the requirements prescribed as soon as practical after the bid opening. No bid shall be withdrawn for a period of (60) sixty days subsequent to the opening of bids without the consent of the City of Rochester. The successful bidder will be notified, by the form mailed to the address on his proposal, that his bid has been accepted and that he has been awarded the contract.

X. CANCELLATION OF AWARD

The City reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability or other claim against the City.

XI. BID EVALUATION

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

1. The bidder's ability, capacity, and skill to perform within the specified time limits.
2. The bidder's experience, reputation, efficiency, judgment, and integrity.
3. The quality, availability and adaptability of the supplies and materials sold.
4. The bidder's past performance.
5. The sufficiency of bidder's financial resources to fulfill the contract.
6. The bidder's ability to provide future maintenance and/or services.
7. Any other applicable factors as the City determines necessary and appropriate (such as compatibility with existing equipment).

XII. LAWS, PERMITS AND REGULATIONS

1. The Contractor shall obtain and pay for all licenses and permits as may be required of him by law, and shall pay for all fees and charges for connection to outside services, and use of property other than the site of the work for storage of materials or other purposes.
2. The Contractor shall comply with all State and Local laws, ordinances, regulations and requirements applicable to work hereunder, including building code requirements. If the Contractor ascertains at any time that any requirement of this Contract is at variance with applicable laws, ordinances, regulations or building code requirements, she/he shall promptly notify the City of Rochester in writing.

XIII. INSURANCE & LEGAL BUSINESS ENTITY

1. Contractor and any related subcontractors will carry appropriate liability insurance, and be a legal business entity authorized to conduct business in the State of New Hampshire.

XIV. DEFAULT AND TERMINATION OF CONTRACT

If the Contractor:

1. Fails to begin work under Contract within the time specified in the notice to proceed; or
2. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to assume prompt completion of said work; or
3. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
4. Discontinues the prosecution of the work; or
5. Fails to resume work, which has been discontinued, within the time frames included in specifications; or
6. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency; or
7. Makes an assignment for the benefit of creditors; or
8. For any other causes whatsoever, fails to carry on the work in an acceptable manner the City of Rochester will give notice, in writing, to the Contractor for such delay, neglect, and default.

If the Contractor does not proceed in accordance with the Notice, then the City of Rochester will have full power and authority without violating the Contract to take the prosecution of the work out of the hands of the Contractor. The City of Rochester may enter into an agreement for the completion of said Contract according to the terms and conditions thereof, or use such other methods as in the City's opinion will be required for the completion of said Contract in an acceptable manner.

All extra costs and charges incurred by the City of Rochester as a result of such delay, neglect or default, together with the cost of completing the work under the Contract will be deducted from any monies due or which may become due to said Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the City of Rochester the amount of such excess.

XV. OBTAINING BID RESULTS

Bid results will be available on the website at www.rochesternh.net within 48 hours of the bid opening.

Household Hazardous Waste
Collection Services (Bid No23-30)
Bid Form

(1 of 4 pages to be submitted with bid)

EPA Hazardous Waste _____

Generator ID Number: _____

New Hampshire Hazardous
Waste Transported ID Number _____

Are you available to conduct a Household hazardous waste collection on May 6, 2023	<input type="checkbox"/>	Yes
	<input type="checkbox"/>	No

Able to Invoice on or before June 1 st 2023	<input type="checkbox"/>	Yes
	<input type="checkbox"/>	No

Submitted By: _____

Company _____

Address _____

Telephone# _____ E-mail _____

Authorized Signature: _____

Print Name and Title: _____

Bid Form
(2 of 4 pages to be submitted with bid)

Item No.	Item		Price per Unit
1	Mobilization and Site Set-up	1 lump sum	
2	Pesticide Liquids	30 gallon container	
		55 gallon drum	
3	Pesticide Solids	30 gallon container	
		55 gallon drum	
4	Acid Lab Pack	16 gallon drum	
		55 gallon drum	
5	Chemicals: Oxidizers, Acids, Bases and Alkalines	5 gallon container	
		30 gallon container	
		55 gallon container	
6	Aerosols	Cubic yd box (YD3)	
		55 gallon drum	
7	Oil based paint and varnishes (sludge's and liquids)	Cubic yd box (yd3)	
		55 gallon drums	
8	Resins/Adhesives with cans	Cubic yd box (yd3)	
		55 gallon drum	
9	Organic Liquids (antifreeze, waxes, and other organics)	55 gallon drums	
10	Asbestos	55 gallon drums	
11	Glycol containing liquids (antifreeze)	55 gallon drums	
12	Miscellaneous chemicals, photo chemicals, cleaners	5 gallon container	

13	Accepting Hazardous Waste substances regulated by TSCA (e.g. PCB containing material)	30 gallon container	
14	Dry cell Ni-cd or lithium batteries	5 gallon pail	
15	Smoke or co detectors	5 gallon pail	
16	Fluorescent lamps (straight)	Each	
	Fluorescent Lamps (u-tubes, compact, specialty)	Each	
	RCRA metals-mercury devices	5 gallon pail	
	Materials that are hazardous	55 gallon container of the following: a. Corrosive LP b. Explosive c. Flammable d. Toxic	
	Fire Extinguishers LP	Each	
	Propane cylinders	1 lb	
		20 lb	
	Administrative costs (including regulatory compliance, preparation of paperwork, mailing, and reimbursable)		
	Additional charges including environmental and transportation fees	Per Event	

(4 of 4 pages to be submitted with bid)

Intended Disposal Methodology and location:

Waste stream	Methodology	Intended Disposal Location
One-petroleum based oils		
Organic Liquids		
Paints and varnishes		
Resins and adhesives		
Miscellaneous chemicals, photo chemicals and cleaners		
Aerosols		
Asbestos		
Chemicals: Oxidizers, acids, bases and alkaline		
Pesticides		
12 Volt, dry cell batteries Ni- cd and lithium batteries		
RCRA metal containing devices		
Acutely hazardous wastes, TSCA, wastes, etc.		
Other characteristic hazardous waste		
Fluorescent light bulbs		

Bid results will be posted after 48 hours on the City of Rochester's web site:
www.rochesternh.net or will be available by request via e-mail at the following address:
purchasing@rochesternh.net