

## REQUEST FOR SEALED BID

### Trash Removal FOR SCHOOL BUILDINGS IN THE TIMBERLANE REGIONAL SCHOOL DISTRICT AND HAMPSTEAD SCHOOL DISTRICT

Prepared By: SCHOOL ADMINISTRATION UNIT #55

On behalf of the Timberlane Regional School District and Hampstead School District SAU55 is issuing a Request for Proposal (RFP) for Trash Removal Services for school buildings in the Timberlane Regional School District comprised of Plaistow, Atkinson, Danville, and Sandown, NH and also the Hampstead School District comprised of Hampstead, NH

Sealed Bids: Vendor will deliver one (1) original and two (2) copies to the following address: Superintendent of Schools, 30 Greenough Rd. Plaistow, NH 03865. This submission shall include the entire Request For Bid document and any amendments if issued. Bids received after the below-cited time will be considered a late bid and are not acceptable. Please clearly mark the envelope as follows: "Trash Removal Services. • Please direct technical, purchasing, and procedural questions regarding this Request to Bid to Thomas Geary, Business Operations Coordinator – [Thomas.Geary@SAU55.net](mailto:Thomas.Geary@SAU55.net).

#### **DUE DATE: June 17, 2019, 11:00AM**

#### **I. PROPOSAL DEFINITIONS:**

“SAU 55” shall be considered the “Owner/Customer”. “Bidder” is an individual or business submitting a bid to SAU 55. “Contractor” one who contract to perform work or furnish materials in accordance with a contract. Purpose of Proposal: SAU 55 has various school buildings requiring Trash Removal Services. Travel time and/or service charges shall not be included in this proposal.

#### **II. PROPOSAL TERMS:**

A. SAU 55 reserves the right to reject any and all proposals received as a result of this Request for Sealed Bid. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor’s qualifications and capabilities to provide the specified service, and other factors which SAU 55 may consider. SAU 55 does not intend to award a bid fully on the basis of any response made to the proposal; SAU 55 reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet SAU 55’s specifications and needs.

B. SAU 55 reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by SAU 55 to be in the best interests of SAU 55 even though not the lowest bid.

C. The price quotations stated in the bidder’s proposal will not be subject to any price increase from the date on which the proposal is opened at the Superintendent’s Office to the mutually agreed-to date of Bid.

D. Bids must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.

E. In the event it becomes necessary to revise any part of the bid, addenda will be provided, deadlines for submission of the bids may be adjusted to allow for revisions. The entire proposal document with

any amendments should be returned in triplicate. To be considered, original proposal and two copies must be at School Administration Unit #55 offices on or before the date and time specified.

F. Proposals should be prepared simply and economically providing a straight-forward, concise description of the vendor's ability to meet the requirements of the bid. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

### III. VENDOR QUALIFICATIONS

The proposal must include all the following information failure to do so could result in disqualification.

1. List at least four (4) references including names, addresses, phone numbers and contact persons, of clients for whom you have performed similar services as requested in this proposal.
2. List the contracts recently completed by your firm, stating approximate gross cost for each, and the month and year completed.
3. Provide a copy of your license/certification.
4. State how long you have been operating under your present company name.

### IV. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to SAU 55 such as the following:

Section 1 - The Contractor is to report to Facilities Management and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by SAU 55 Administrator.

Section 4 - SAU 55 will review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to SAU 55 Administrator, preferably via email.

### V. PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without SAU 55's written approval.

Section 2 The parties agree that the Contractor is neither an employee nor an agent of SAU 55 for any purpose.

### VI. INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify SAU 55, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of SAU 55 in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

## VII. INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. SAU 55 shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of New Hampshire Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. Insurance companies, named insureds and policy forms shall be subject to the approval of the SAU 55 Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to SAU 55. Contractor shall be responsible to SAU 55 or insurance companies insuring SAU 55 for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the SAU 55 Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by SAU 55 Administrator. No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish SAU 55 Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to SAU #55, 30 Greenough Rd. Plaistow, NH, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

## VIII. COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA requirements and the Americans with Disabilities Act.

## IX. INTEREST OF CONTRACTOR AND SAU 55

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of SAU 55, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest.

## X. CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the

Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, SAU 55 may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

**XI. EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business). The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

**XII. EQUAL ACCESS**

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

**XIII.**

**OWNERSHIP OF DOCUMENTS AND PUBLICATION**

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by SAU 55. Any publication of the information or results must be co-authored by SAU 55.

**XIV. ASSIGNS AND SUCCESSORS**

This contract is binding on SAU 55 and the Contractor, their successors and assigns. Neither SAU 55 nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

**XV. TERMINATION OF CONTRACT**

Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

**XVI. PAYROLL TAXES**

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect SAU 55 against such liability.

**XVII. PRACTICE AND ETHICS**

The parties will conform to the code of ethics of their respective national professional associations.

**XVIII. CHANGES IN SCOPE OR SCHEDULE OF SERVICES**

Changes mutually agreed upon by SAU 55 and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

**XIX. CHOICE OF LAW**

This contract is to be interpreted by the laws of New Hampshire and Policies of the Timberlane Regional School District.

**XX. TERMS AND CONDITIONS**

Award: SAU 55 reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price (See: "Low Bidder" following), quality of service, the Vendors' qualifications and capabilities to provide the specified service, and other factors which SAU 55 may consider. SAU 55 does not intend to award a Bid fully on the basis of any response made to the proposal; SAU 55 reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that Vendor whose proposal is deemed to best meet SAU 55's specifications and needs. Awarded Bidder: Awarded bidder will be determined by the price, qualifications and capabilities to provide the specified services. Term of Bid: The term of the contract will be for a three (3) year term.

## GENERAL SPECIFICATIONS

### **1. SCOPE OF WORK**

- a. SAU 55 is establishing a contract for trash removal services in SAU 55 buildings in the Plaistow, NH area on an as-needed basis. The Contractor who is selected will be expected to provide these services based on the prices quoted in this bid.
- b. The Contractor shall provide all labor, materials, equipment and supervision with incidental services necessary to make needed repairs.
- c. TRSD currently consists of 8 school facilities and one office building, ranging in age. HSD currently consists of 2 school facilities.
- d. When extra services are required, the Contractor will be contacted by the Business Operations Coordinator or their staff and will be expected to perform the services in a timely manner.
- e. If services are beyond the scope of this pricing, the Contractor is expected to contact the Business Operations Coordinator with an explanation and an estimated price for these repairs.
- f. The contractor will be expected to fully complete the attached price breakdown in the bid form.
- g. The accepted bidder will be offered a contract valid for three years. It is expected that these prices will be in effect until then.
- h. SAU 55 reserves the right before making an award to have the premises of the bidder inspected, or to take any action necessary to determine fitness, reliability and ability to perform. The inspection could check the physical location, facilities, and/or equipment for the ability to perform and comply with the conditions of the bid. Upon completion of each repair, or when directed by the Business Operations Coordinator, the Contractor shall conduct careful inspection with the Business Operations Coordinator or designee and shall correct all defective work to the satisfaction of the Owner. Contractor shall remove all scrap, litter and debris resulting from operations specified herein, and leave work and the premises in clean and satisfactory condition
- i. The bidder shall submit any information regarding educational opportunities for the students in both Districts to include presentations, literature, or other community outreach opportunities.

## ***Supplemental Information for Request for Sealed Bids***

### **Customer Service & Fleet:**

- What is the number of customer service representatives on staff and describe the hours of operation of your customer service call center.
- What is your average speed of answer to your customer service call center? What is your call abandonment rate and how is it measured?
- Describe your account management team. Does your organization have dedicated account managers?
- In the event of a missed pickup, does your company have a formalized recovery process? Please describe this process and how it is measured against established goals.
- What is the average age of your organizations existing power fleet (trucks)? Does your company perform any preventative maintenance to the fleet?
- How does dispatch communicate with fleet drivers? Describe any tracking and/or route auditing processes that are conducted by your company's operations team to ensure timely and safe deliveries and pickups.

### **Safety:**

- Describe your company's documented safety philosophy and how it is applied in day-to-day operations. Is there a dedicated Safety Manager?
- Does your company require background checks for its driver workforce? If so, please describe the level of detail involved in this process.
- Describe the safety training your company's delivery drivers receive at hire. How are the results of this training?
- What is your company's DOT rating? Please provide written proof of your most recent DOT audit rating.

- Describe the process your organization observes in conducting both scheduled and unscheduled maintenance on containers and compactors on-site. Does this maintenance include a safety audit?



**TIMBERLANE REGIONAL SCHOOL DISTRICT**

| SCHOOL NAME              | ADRESS            | CITY     | MATERIAL  | CONTAINER         | PICK FREQUENCY | UP |
|--------------------------|-------------------|----------|-----------|-------------------|----------------|----|
| Atkinson Academy         | 17 Academy Ave.   | Atkinson | MSW       | 10 yard           | 2 X week       |    |
| Atkinson Academy         |                   |          | Recycling | 10 yard           | 1 X week       |    |
| Danville Elementary      | 23 School St.     | Danville | MSW       | (2) 8 yard        | 2 X week       |    |
| Danville Elementary      |                   |          | Recycling | 10 yard           | 1 X week       |    |
| Pollard                  | 120 Main St.      | Plaistow | MSW       | (2) 10 yard       | 2 X week       |    |
| Pollard                  |                   |          | Recycling | 10 yard           | 1 X week       |    |
| Timberlane High School   | 36 Greenough Rd.  | Plaistow | MSW       | 35 yard compactor | 1 X month      |    |
| Timberlane High School   |                   |          | Recycling | 10 yard           | 2 X week       |    |
| Timberlane Middle School | 44 Greenough Rd.  | Plaistow | MSW       | (2) 10 yard       | 2 X week       |    |
| Timberlane Middle School |                   |          | Recycling | 10 yard           | 2 X week       |    |
| Sandown Central          | RT 121A           | Sandown  | MSW       | 10 yard           | 2 X week       |    |
| Sandown Central          |                   |          | Recycling | 10 yard           | 1 X week       |    |
| Sandown North            | 23 Stagecoach Rd. | Sandown  | MSW       | 10 yard           | 2 X week       |    |
| Sandown North            |                   |          | Recycling | 10 yard           | 1 X week       |    |
| Superintendent's Office  | 30 Greenough Rd.  | Plaistow | MSW       | 4 yard            | 2 X week       |    |
| Superintendent's Office  |                   |          | Recycling | 4 yard            | 1 x week       |    |

***Hampstead School District***

| SCHOOL NAME              | ADRESS         | CITY      | MATERIAL  | CONTAINER | PICK FREQUENCY | UP |
|--------------------------|----------------|-----------|-----------|-----------|----------------|----|
| Hampstead Central School | 21 Emerson Ave | Hampstead | MSW       | 10 yard   | 2 X week       |    |
| Hampstead Central School |                |           | Recycling | 10 yard   |                |    |
| Hampstead Middle School  | 28 School St.  | Hampstead | MSW       | 10 yard   | 2 X week       |    |
| Hampstead Middle School  |                |           | Recycling | 10 yard   | 1 X week       |    |

**\*\*All containers including recycling shall be field verified with the District Facilities Supervisor.  
Field visits can be scheduled by appointment by contacting:  
Thomas Geary, Business Operations Coordinator for SAU 55**

**Bid Sheet**

| <b>Timberlane Only</b>               | <b>Price 9 locations</b> |
|--------------------------------------|--------------------------|
| <b>July 1, 2019 to June 30,2020</b>  |                          |
| <b>July 1, 2020 to June 30, 2021</b> |                          |
| <b>July 1, 2021 to June 30, 2022</b> |                          |

| <b>Hampstead Only</b>                | <b>Price 2 locations</b> |
|--------------------------------------|--------------------------|
| <b>July 1, 2019 to June 30,2020</b>  |                          |
| <b>July 1, 2020 to June 30, 2021</b> |                          |
| <b>July 1, 2021 to June 30, 2022</b> |                          |

| <b>Timberlane &amp; Hampstead Combined<br/>(If discount)</b> | <b>Price 11 locations</b> |
|--------------------------------------------------------------|---------------------------|
| <b>July 1, 2019 to June 30,2020</b>                          |                           |
| <b>July 1, 2020 to June 30, 2021</b>                         |                           |
| <b>July 1, 2021 to June 30, 2022</b>                         |                           |

**Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Date:** \_\_\_\_\_