

City of Portsmouth  
Public Works Department

**REQUEST FOR PROPOSAL**  
**CATCH BASIN CLEANING**

**Sealed** proposals, **plainly marked RFP # 34-15 “Catch Basin Cleaning”** on the outside of the mailing envelope as well as the sealed envelope, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until **November 5, 2014 @ 2:00 p.m.**

The work shall consist of stormwater catch basin cleaning within individual project areas.

Proposal packages may be obtained from the City’s web site: <http://www.cityofportsmouth.com/finance/purchasing.htm>. Addenda to this proposal document, if any, including written answers to questions, will be posted to the website under the project heading. Addenda and updates will **NOT** be sent directly to vendors. Questions may be addressed to Todd Croteau at (603) 766-1428.

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

### Scope of Work

The City of Portsmouth (hereinafter the “City”) is soliciting proposals from qualified applicants to provide catch basin cleaning services on a contractual basis. It is anticipated, though not guaranteed, that catch basin cleaning of an estimated 1,000 catch basins will be performed in the City’s downtown core area. The selected contractor will dispose of collected materials at the City of Portsmouth’s Wastewater Treatment facility located on Corporate Drive in Portsmouth. A map of the proposed area and basins is attached.

The applicant will need to supply a “per catch basin” unit cost to provide the catch basin cleaning activities as specified. One City staff person will assist the contracted work crew with data collection and coordination of work. Contractor to anticipate the need to accommodate this staff person in their vehicle. Flaggers may be necessary and will be used on an as-needed basis, coordinated with City staff. Cost of flaggers will be covered by City.

**SUBMITTAL REQUIREMENTS:** Proposals shall include the following:

1. A cover letter briefly summarizing the applicant and its qualifications as well as providing contact information;
2. Names and qualifications of specific persons who are likely to be most involved in providing service;
3. List of the applicant’s equipment available to meet the scope of work described;
4. A liquids handling plan;
5. Completed Statement of Qualifications included in this document;
6. At least three (3) references, including current contact name and phone number for similar contracts; and
7. Completed Price Proposal Form, included in this document.

Contractor may submit such additional information as it deems necessary or helpful to the City's evaluation process.

**EVALUATION CRITERIA:** Proposals will be evaluated using the following criteria:

1. Responsiveness to the RFP;
2. Ability to provide the City with timely and efficient catch basin cleaning, together with appropriate documentation for work performed;
3. Contractor's general qualifications including its reputation for timely, quality performance appropriations of equipment, level of resources; and
4. Rates.

The City, at its discretion, may select a contractor outright or select a finalist(s) for in person and/or telephone interviews.

**SELECTION:** Upon selection, Contractor will receive a service contract substantially in the form attached hereto and will be expected to complete negotiations on a final contract and execute within 14 business days of receipt. If the parties cannot agree on the final contract terms and scope, the City may proceed to another applicant.

**RESERVATION OF RIGHTS:** The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept or negotiate any terms of a proposal that may be in the best interest of the City.

By submitting a proposal, the Contractor authorizes the City to undertake such investigation as may be necessary to verify the Contractor's qualifications and reputation. The Contractor may be requested to execute a release(s) in favor of third parties who have information relative to the Contractor's qualifications and reputation. Refusal to execute a release may result in disqualification.

**STATEMENT OF QUALIFICATIONS**

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

1. Name of Contractor
  
2. Permanent Main Office Address
  
3. Form of Entity
  
4. When Organized
  
5. Where Organized
  
6. Briefly describe the nature of the work performed by the Company
  
7. How many years have you been engaged in that business under your present name; also state names and dates of previous firm names, if any.
  
8. In the last five years, has Contractor ever been terminated from a contract or project?  

\_\_\_\_\_ (no) \_\_\_\_\_ (yes). If so, where and why?
  
9. In the last five years, has Contractor ever been a party to litigation or arbitration related to the quality or timeliness of Contractor's work?  

\_\_\_\_\_ (no) \_\_\_\_\_ (yes). If so, where and why?
  
10. List the most important contracts entered into by Contractor in the last year (identify contracting party and term of contract).

The City of Portsmouth reserves the right to request from finalist(s) the latest financial statements as well as to request such additional information as may be reasonably necessary to determine whether the Contractor should be awarded the service contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

Name of Contractor \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that the Contractor is

\_\_\_\_\_ of \_\_\_\_\_ (Name of Organization) and answers

to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

\_\_\_\_\_

Notary of Public

My Commission Expires: \_\_\_\_\_

**PRICE PROPOSAL FORM**

**Catch Basin Cleaning**

CITY OF PORTSMOUTH, N.H.

To the City of Portsmouth, New Hampshire herein called the City.

The undersigned, as Contractor, herein referred to as singular and masculine declares as follows:

1. All interested in the proposal as Principals are named herein.
2. This Proposal is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
3. No officer, agent or employee of the City is directly or indirectly interested in this Proposal.

**All prices to be a Rate Per Hour:**

<b>Description</b>	<b>Rate Per Basin</b>
<b><u>Regular Business Rate</u></b>	
Cleaning cost per basin	\$ _____ Per Basin
<b><u>After Hours Rate</u></b>	
Cleaning cost per basin	\$ _____ Per Basin
On call hourly rate: Per Hour	\$ _____ Per Hour

**EXCEPTIONS, ADDITIONS AND/OR CLARIFICATIONS:**

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Name of Business \_\_\_\_\_

By: \_\_\_\_\_

Authorized: \_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

Phone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

E-mail address \_\_\_\_\_

**CONTRACT AGREEMENT**

**Catch Basin Cleaning Services**

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_ in the year **2014**, by and between the City of Portsmouth, New Hampshire (hereinafter call the Owner) and \_\_\_\_\_ (hereinafter called the Contractor),

WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE I - Work** - The Contractor shall provide, at its expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of those services described in the Scope of Work referred to in RFP #34-15 and incorporated herein as Exhibit A.

**ARTICLE II – PROJECT MANAGER** - The Public Works Project Manager, or his/her authorized representative, will act as contact in connection with the scheduling and authorization of services in accordance with the contract documents. Scheduling of project work may be confirmed or memorialized by e-mail or purchase order.

**ARTICLE III - CONTRACT TIME** - The initial contract period will commence on \_\_\_\_\_ and end on \_\_\_\_\_.

**ARTICLE IV - CONTRACT PRICE** - Owner shall pay Contractor for performance of the work in accordance with the Price Proposal Form.

**ARTICLE V - PAYMENT** – The Contractor shall invoice the Owner within 30 days of completion of the work performed or monthly.

**ARTICLE VI – RENEWAL PERIOD**-It is the intent of this proposal to establish a contractor for Catch Basin Cleaning services for a period of one year with a yearly option to extend the contract. Both the City of Portsmouth and the Contractor must agree on any extensions beyond the first year, but not to exceed a total of three years.

**ARTICLE VII - ARTICLE VIII - TERMINATION FOR DEFAULT** - The City of Portsmouth may terminate this Contract with seven (7) days notice should the Contractor fail to perform work in a workman like manner or perform the work within the demands and time constraints established by the City of Portsmouth. Failure to maintain any and all licenses necessary to perform the work and/or to maintain insurance coverage is grounds for immediate termination of the Contract.

**ARTICLE VIII - INDEMNIFICATION OF CITY** - Contractor will indemnify City against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys' fees) arising in any way out of the Contractor's negligence or breach of its obligations or warrants under this Contract. Contractor will defend all such actions

with counsel satisfactory to City at its own expense, including attorney's fees, and will satisfy any judgment rendered against City in such action.

**ARTICLE IX - PERMITS** - The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable City, State, and Federal laws, ordinances, rules and regulations.

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

**ARTICLE XI - MISCELLANEOUS -**

- 12.1 Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.
- 12.2 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 12.3 This Contract shall be governed by and construed in accordance with New Hampshire Law.

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

**NAME OF BUSINESS**

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

TITLE: \_\_\_\_\_

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

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

John P. Bohenko  
City Manager



**Exhibit B**

**INSURANCE REQUIREMENTS**

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

**AMOUNT OF INSURANCE**

- A) Comprehensive General Liability: Bodily injury or Property Damage -- \$2,000,000 each occurrence and general aggregate
- B) Automobile and Truck Liability: Bodily Injury or Property Damage -- \$2,000,000 each occurrence and general aggregate

Comprehensive General Liability coverage and Automobile and Truck Liability coverage may be met with a combination of coverage including excess and umbrella liability coverage.

**TYPES OF INSURANCE FOR CONTRACTOR**

- A) Workers Comprehensive Insurance coverage for all people employed by the contractor to perform work on this project in compliance with such the most current laws of the State of New Hampshire.
- B) Comprehensive General Liability Insurance covering bodily injuries and property damage shall also include coverage for:
  - 1) Injury to or destruction of wires, pipes, conduits, and similar property located below the surface of the ground, whether public or private;
  - 2) Contractual liabilities related to bodily injury and property damage.
- C) Automobile and Truck Liability covering bodily injury and property damage covering the operation of all motor vehicles and equipment, whether or not owned by the Contractor, being operated in connection with the prosecution of the work under this Contract.
- D) Product and Completed Operations coverage to be included in the amounts specified above for Comprehensive General Liability.

**ADDITIONAL INSURED:** The City of Portsmouth shall be named as an additional insured.

EVIDENCE OF INSURANCE

As evidence of insurance coverage, the City may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in force for the specified period. The Contractor shall submit evidence of insurance to the City at the time of execution of the Service Contract. Written notice shall be given to the City of Portsmouth, NH at least ten (10) days prior to cancellation or non-renewal of such insurance coverage.